

NOTE: THE BOARD OF ALDERMEN MEETING WILL BE HELD **IN-PERSON**
AND VIRTUALLY VIA ZOOM (link is below).

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Persons interested in making their views known on any matter on the agenda should send an email with their comments to the City Clerk at jfrazier@claytonmo.gov. All comments received will be distributed to the entire Board before the meeting.

CITY OF CLAYTON BOARD OF ALDERMEN
DISCUSSION SESSION – 6:30 P.M.
TUESDAY, MARCH 14, 2023
CLAYTON, MO 63105

1. Plan Commission/Architectural Review annual update and review

Subject to a motion duly made in open session and a roll call vote pursuant to Section 610.022 the Board of Aldermen may also hold a closed meeting, with a closed vote and record for one or more of the reasons as authorized by Section 610.021(1), (2) and (3) Revised Statutes of Missouri, relating to legal issues, real estate and/or personnel, negotiation of a contract pursuant to Section 610.021(12) RSMO., proprietary information pursuant to Section 610.021(15), and/or information related to public safety and security measures pursuant to Section 610.021(18) and (19) RSMO.

CITY OF CLAYTON BOARD OF ALDERMEN
TUESDAY, MARCH 14, 2023 – 7:00 P.M.
CITY HALL COUNCIL CHAMBERS, 2ND FL
10 N. BEMISTON AVENUE

ROLL CALL

PUBLIC REQUESTS & PETITION

UNFINISHED BUSINESS

1. Ordinance – An amendment (text) to Article XIV of Chapter 405 (Zoning Regulations) related to the Williamsburg Shoppes. (Bill No. 6950) – *Public Hearing*

PUBLIC HEARING

1. Resolution – A Conditional Use Permit for Native Foods located at 25 N. Central Avenue. (Res. 2023-07)
2. Ordinance – Subdivision plat and lot consolidation for 7827 Davis Drive. (Bill No. 6956)
3. Ordinance – Subdivision plat and lot consolidation for 21 Dartford Avenue. (Bill No. 6957)

CONSENT AGENDA

1. Minutes – February 28, 2023
2. Liquor license for NF Missouri LLC dba Native Foods located at 33 N. Central Avenue.
3. Resolution – Authorize participation in the opioid settlement. (Res. No. 2023-08)
4. Resolution – To approve the submittal of a Hazardous Moving Violation Enforcement Grant application. (Res. No. 2023-09)
5. Resolution – To approve the submittal of a Driving While Intoxicated Enforcement Grant application. (Res. No. 2023 -10).

CITY MANAGER REPORT

1. Ordinance – An amendment to Chapter 100, Article IV relating to Procedures for Issuance and Enforcement of Subpoenas. (Bill No. 6958)
2. Ordinance – A contract for On-Call Services for Landscape and Tree Preservation Professional Services. (Bill No. 6959)
3. Ordinance – A contract for construction of a pocket park at 7811 Maryland Avenue (Bill No. 6960)
4. Clayton Equity Commission recommendation(s).

ADJOURNMENT

Subject to a motion duly made in open session and a roll call vote pursuant to Section 610.022 the Board of Aldermen may also hold a closed meeting, with a closed vote and record for one or more of the reasons as authorized by Section 610.021(1), (2) and (3) Revised Statutes of Missouri, relating to legal issues, real estate and/or personnel, negotiation of a contract pursuant to Section 610.021 (9)(12) RSMO., proprietary information pursuant to Section 610.021(15), and/or information related to public safety and security measures pursuant to Section 610.021(18) and (19) RSMO.

Agenda topics may be added or deleted at any time prior to the Board of Aldermen meeting without further notice. To inquire about the status of agenda topics, call 290.8469. Individuals who require an accommodation (i.e., sign language, interpreter, listening devices, etc.) to participate in the meeting should contact the City Clerk at 290.8469 or Relay Missouri at 1.800.735.2966 (TDD) at least two working days prior to the meeting.



REQUEST FOR ARCHITECTURAL REVIEW BOARD CONSIDERATION

Date:	March 10, 2023
Item Type:	PC-ARB Annual Report
Staff:	Ryan Helle, Planner
Summary:	A summary and analysis of the applications reviewed by the Plan Commission and Architectural Review Board for the 2022 Calendar Year

SUMMARY

The Plan Commission and Architectural Review Board (PC-ARB) conducts design and material reviews of additions, alterations and improvements to existing structures, and the design, material and compatibility of new construction within the City of Clayton. The PC-ARB reviewed 107 applications in the 2022 calendar year. The chart below provides a breakdown of the applications.

Application Type	Number of Applications	Percent of Total Count
Architectural Review Board	75	70%
Site Plan Review	9	8%
Conditional Use Permit	8	7%
Plat Applications	4	4%
Planned Unit Development	3	3%
Rezoning	3	3%
Text Amendment	3	3%
Conceptual Review	2	2%
Grand Total	107	



City Manager
10 N. Bemiston Avenue
Clayton, MO 63105

REQUEST FOR BOARD ACTION

TO: MAYOR HARRIS; BOARD OF ALDERMEN

FROM: DAVID GIPSON, CITY MANAGER
ANNA KRANE, AICP, DIRECTOR OF PLANNING & DEV. SERVICES

DATE: MARCH 14, 2023

SUBJECT: PUBLIC HEARING AND ORDINANCE - TEXT AMENDMENT TO
ARTICLE XIV OF CHAPTER 405 (ZONING REGULATIONS) RELATED
TO THE WILLIAMSBURG SHOPPES

This is a public hearing to consider a text amendment to Chapter 405 Zoning Regulations, Article XIV Maryland Gateway Overlay District related to a specific block known as the Williamsburg Shoppes. The Board of Aldermen (BOA) has held discussion sessions over the last year related to historic preservation and options for regulations related to specific buildings, neighborhoods, or districts with specific characteristics. On December 16, 2022, the BOA discussion was centered around the Williamsburg Shoppes, a block that fronts the north side of Maryland Avenue between North Forsyth Boulevard and North Brentwood Boulevard. This block of commercial buildings has a unique scale and architectural character that differs from much of the Downtown Clayton area. At one time, there were examples of this scale and style throughout Clayton, however, many of those areas have been replaced with larger buildings. The BOA discussed elements of the Williamsburg Shoppes that provide a desired character that would be worth preserving and protecting in the future. Based on this discussion and earlier sessions, staff summarized the BOA's goals to be the following:

1. Ensure future development or renovation matches the scale of existing structures.
2. Protect the historic character of the block.

On January 17, 2023, staff presented a summary of the BOA discussion and a potential route for implementation of the goals to the Plan Commission. The implementation plan included text amendments to the existing regulations for the Maryland Gateway Overlay District to address the specific concerns of future development of the block. On February 21, 2023, the Plan Commission held a public hearing to solicit public comment regarding the proposed revisions to Article XIV Maryland Gateway Overlay District. The Plan Commission voted unanimously to recommend approval of the proposed text amendment. A red-line version of the proposed amendment is attached.

The Plan Commission considered this request at its meeting on January 17, 2023, and voted unanimously to recommend approval.

STAFF RECOMMENDATION: To conduct a public hearing and approve the amendment as proposed.

BILL NO. 6950

ORDINANCE NO.

AN ORDINANCE AMENDING THE MARYLAND GATEWAY OVERLAY DISTRICT REGULATIONS IN ARTICLE XIV OF CHAPTER 405 (ZONING REGULATIONS) OF THE CLAYTON CITY CODE RELATING TO THE WILLIAMSBURG SHOPPES AREA ON THE NORTH SIDE OF MARYLAND AVENUE

WHEREAS, the City has a desire to protect, enhance, and promote the development scale and characteristics of a block of Maryland Avenue known as the Williamsburg Shoppes; and

WHEREAS, on February 21, 2023, the Plan Commission held a public hearing after due notice and, by a vote of 5–0, voted to recommend approval of the proposed amendments to the Board of Aldermen; and

WHEREAS, on February 28, the Board of Aldermen held a public hearing to consider the merits of this Ordinance, after satisfying all publication and notice requirements established by law, and all persons present at such hearings were given an opportunity to be heard and were heard.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF CLAYTON, MISSOURI, AS FOLLOWS:

Section 1: Article XIV of Chapter 405 of the Code of Ordinances of the City of Clayton, Missouri, is hereby repealed and a new Article XIV hereby enacted in lieu thereof to read as follows:

Chapter 405 Zoning Regulations

Article XIV Maryland Gateway Overlay Zoning District (MDG)

Section 410.790 Purpose Statement

A. The Maryland Gateway Overlay Zoning District (hereinafter known in this Article as the "MD" Overlay District) applies to properties along the north and south sides of the Maryland Avenue corridor from the western City limits, east, to the centerline of Brentwood Boulevard, which are identified in the 2010 Master Plan Update and Retail Strategy. The area encompassed in the Maryland Gateway Overlay Zoning District is considered a gateway to downtown which gives the opportunity for creating a memorable and representative entry to the core of the City and is adjacent to the heart of commercial and service activities in the City of Clayton. The Maryland Gateway District is intended to maintain a walkable, pedestrian scale, human-focused corridor with changes to the streetscape to reflect the urban character of downtown. Much of this can be built upon the already strong presence of small retail establishments on the north side of the street, which help define the street edge and serve as a transition to adjacent residential areas. The purpose is to create a lower density mixed use district that provides an iconic gateway into downtown Clayton while respecting the northern residential neighborhood and the civic uses to the south. In order to maintain this area as "pedestrian friendly", structures must be

human in scale. Building mass, density and frontage variations should create a visually attractive and inviting streetscape within the urban context.

- B. The purpose of these regulations is to foster appropriate use of existing structures and enable compatible redevelopment, which serves the following goals:
 - 1. Support and enhance existing retail development along Maryland Avenue and promote structures that have sidewalk frontage suitable for smaller retail and personal service activities.
 - 2. Stimulate designs that minimize scale and mass as perceived from the sidewalk.
 - 3. Orient front doors and align buildings to address Maryland Avenue.
 - 4. Careful stepping of building height and regulation of uses to ensure that adjacencies are appropriate and not overly abrupt.
 - 5. Encourage mixed use development, with ground level commercial retail and upper level residential uses.
 - 6. Encourage a built environment that is friendly to the presence of people living, shopping, visiting, enjoying or spending time in the area.

Section 410.795 Location of Overlay Zone

The Maryland Gateway Overlay Zoning District generally includes those parcels fronting Maryland Avenue from the western City limit, east to the centerline of Brentwood Boulevard.

Section 410.800 Significance of Designation

The regulations of the overlay district shall supersede or supplement, as applicable, the regulations of the base zoning district. Where a conflict exists between the regulations of the overlay districts and the provisions of the base zoning district, the provisions of the overlay district shall control, except for those properties governed by the Special Development Zoning District (SDD), adopted by Ordinance Number 4220, in which case the provisions of that ordinance shall control.

Section 410.805 Uses Permitted

- A. The uses allowed are the same as in the base zoning district.
- B. For purposes of this Article, "Mixed Use" shall be defined as follows:

Retail land uses coupled with residential, office or personal service land uses inside a single structure or as part of a unified development.
- C. In addition to those uses allowed in the base zoning district, the following uses will be allowed and use restrictions shall be adhered to as follows:
 - 1. All ground floor uses shall be retail or restaurant uses, but may also include beauty salons, dry cleaning facilities and similar personal care services. Financial institutions (banks, savings and loans and credit unions) and other office uses are also permissible. In no case shall retail, restaurant or personal service uses constitute less than fifty percent (50%) of the total ground floor area of a structure, or in the case of a development project with multiple structures, less than fifty percent (50%) of the total gross ground floor area of all structures.
 - 2. Residential dwellings shall be located on the second (2nd) floor or higher.
 - 3. Drive-through facilities for financial institutions subject to conditional use permit approval. Drive-through facilities for financial institutions are limited to a maximum of two (2) drive-through lanes per site and shall be developed as part of a mixed use development. On larger sites in excess of two (2) acres in area, more than two (2) drive-through lanes per site may be considered, up to a maximum of three (3) drive-through lanes.

4. Financial institutions which incorporate drive-through facilities shall be subject to the site plan review process pursuant to the procedures and standards outlined in Chapter 405, Article VIII, and shall be developed in accordance with the design guidelines and requirements for drive- through facilities.

Section 410.810 Planned Unit Development

- A. A development proposal shall be eligible for consideration under the planned unit development option per the provisions of Chapter 405 if the development incorporates ground floor retail or a ground floor public restaurant and one (1) of the following four (4) categories of use:
 1. Office use;
 2. Residential use;
 3. Public parking (as defined in Article III. Definitions, Section 405.390);
 4. Hotel use.
- B. Limitations.
 1. No change, alteration, modification or waiver authorized by a "PUD" shall authorize a change in the uses permitted in any district or a modification with respect to any zoning district standard made specifically applicable to planned unit developments, unless such district regulations expressly authorize such a change, alteration, modification or waiver.
 2. The property fronting the north side of Maryland Avenue between North Forsyth Boulevard and North Brentwood Boulevard shall not be eligible for redevelopment under the planned unit development provisions.

Section 410.815 Maximum Building Height

- A. The maximum building height in the "MD" Overlay District is three (3) stories, not to exceed thirty-five (35) feet for properties in an underlying "C-1" zoning district, and seven (7) stories or ninety (90) feet, whichever is less, for properties in other underlying zoning districts.
 1. The maximum building height for properties north of Maryland Avenue between North Forsyth Boulevard and North Brentwood Boulevard is two (2) stories or thirty-five (35) feet, whichever is less and may not be modified through the planned unit development process.
 2. The maximum building height for properties south of Maryland Avenue may be modified subject to the provisions and requirements of the planned unit development process outlined in Chapter 405.
- B. For buildings permitted to exceed the maximum height through the planned unit development process, a fifteen (15) foot stepback (upper story building setback) shall be provided beginning at the third (3rd) story level or thirty (30) feet above grade, whichever is less. However, the Plan Commission shall have the authority to require a different stepback(s) for buildings dependent upon building height, lot size, nearby land uses and structures, and other relevant factors. Stepbacks shall be proportional to the amount of building height. The upper story stepback shall be provided along all building elevations with street frontage, excluding alleys.

Section 410.820 Maximum Floor Area

The maximum floor area ratio (FAR) is three (3.0). The maximum floor areas may be modified subject to the provisions and requirements of the planned unit development process outlined in Chapter 405. Exception: The FAR may not be modified subject to the provisions and requirements of a planned unit development for property fronting the

north side of Maryland Avenue between North Forsyth Boulevard and North Brentwood Boulevard.

Section 410.825 Setback/Stepback Requirements

- A. The following are setback/stepback requirements in the Maryland Gateway Overlay Zoning District:
1. Front yard. There is no minimum front yard setback requirement in the Maryland Gateway Overlay District. All property lines which abut a street are considered frontages. Building up to the front property line is encouraged.
 - a. For properties fronting the north side of Maryland Avenue between North Forsyth Boulevard and North Brentwood Boulevard, the required front yard setback for enclosed structures shall be established by the average of existing setback of the block face. Awnings, pergolas, patios, or similar features may project into a required front yard setback.
 2. Rear yard. The required rear yard setback in the Maryland Gateway Overlay District is a minimum of fifteen (15) feet. Modifications to the required rear yard setback are permitted/required under the following conditions:
 - a. Where a corner lot exists, the property line opposite to the front yard line with the greater street frontage shall be considered the side yard and the property line opposite to the front yard line with the lesser street frontage shall be considered the rear yard.
 - b. Where a property has three (3) or more street frontages, that portion of the property opposite the frontage on the street designed or classified for the highest traffic volume shall be considered the rear yard.
 - c. An accessory building not exceeding twenty (20) feet in height may occupy up to thirty percent (30%) of the area of a required rear yard. Accessory buildings may be attached to the principal building or not less than ten (10) feet from the principal building. In all cases, no accessory building shall be closer than five (5) feet to any rear property line or to any property line that abuts a residential zoning district, nor shall they be located along any street frontage.
 3. Side yard setbacks.
 - a. The side yard setback requirements are zero (0), except where a lot abuts a residential district, a side yard of at least five (5) feet shall be provided.
 - b. Buildings shall be constructed from side lot line to side lot line, along the entire street frontage of streets designed or classified for the highest traffic volume. The developer shall have the option of excluding no more than twenty percent (20%) of the lots' frontage to create space for a public plaza or public green space area. This public space can be located no less than fifty (50) feet from any corner of the lot.

Section 410.830 Off-Street Parking and Loading Requirements

Every principal commercial structure must provide off-street parking in accordance with Chapter 405.

Section 410.835 Site Plan Review and Design

- A. Site Plan Review. Site plan review, pursuant to the procedures and standards outlined in Chapter 405, is required for any development or redevelopment proposal over ten thousand (10,000) square feet in gross floor area and for financial institutions that are proposed to be developed with drive-through facilities.

B. Site Plan Review Design.

1. The following criteria shall be applied by the City's Plan Commission/Architectural Review Board for development proposals located in the Maryland Gateway Overlay Zoning District:
 - a. Footprint geometry should be square and true with the roadway to the extent possible. Odd shapes and building orientations which compete with the total urban setting should be avoided.
 - b. Parking should be located within the City block interior and deeper into parcels.
 - c. Surface parking, drive aisles or vehicular access ways should not abut any sidewalk.
 - d. Buildings and uses must incorporate expansive street front windows and shall be sited in a manner so as to achieve a pedestrian friendly scale, appearance and feel.
2. For projects located in an underlying "C-2" zoning district, an on-site sidewalk system shall be constructed along a project's internal drives (both public and private) and shall connect to the public sidewalk system on Maryland Avenue and abutting streets. For these purposes, parking lot drive aisles are not to be considered drives or streets. Sidewalks shall also be constructed to lead to pedestrian crossings at off-site full access median openings, trail crossings, and pedestrian signal crossings on abutting streets.
3. The Plan Commission shall have the discretion to consider alternatives and modifications to these site plan review criteria if their strict application will result in unusual or practical difficulties, or a particular hardship, or if the Plan Commission determines that such alternatives or modifications to these guidelines will improve the attractiveness or usefulness of the district as a whole and serve the best interests of the City.

Section 410.840 Architectural Review Board Standards

A. The standards applicable to the Architectural Review Board are as follows:

1. Buildings shall occupy the property frontage from property line to property line to ensure a continuous building facade.
2. Building skylines should provide interest through introduction of compatible shapes and roof forms. Long uninterrupted rooflines and cornices should be avoided.
3. Facade relief should be incorporated into all building elevations. Long uninterrupted elevations should be avoided.
4. Window openings should be incorporated into all building elevations. Blank walls, long horizontal openings, odd shapes and glass walls should be avoided.
5. Street level (ground floor) elevation facing the street should be storefront architecture with large show windows interrupted at regular intervals with building piers and generous entrances. Blank walls, long uninterrupted show windows, odd-shaped and small show windows should be avoided.
6. Parking structures visible from the street should be avoided. Parking structures should be of design material and color compatible with the urban setting.
7. Building renovations and improvements should incorporate green space, pedestrian connections, pedestrian gathering spaces, street furniture and other elements of active pedestrian areas.

8. Building design should integrate components that offer protection to pedestrians, such as overhangs, awnings and canopies, as a means to encourage pedestrian activity along the street.
9. Building design should maintain and be compatible with the architectural character of the City's nearby residential and existing commercial neighborhoods.
10. For properties fronting the north side of Maryland Avenue between North Forsyth Boulevard and North Brentwood Boulevard, all street facing facades shall be clad in a primary building material of brick. A secondary material shall not make up more than five percent (5%) of a façade. Window and door openings and awnings or similar features shall not be included in the façade material area calculations.

Section 2: Editorial Discretion

The Chapter, Article, Division and/or Section assignments designated in this Ordinance may be revised and altered in the process of recodifying or servicing the City's Code of Ordinances upon supplementation of such code if, in the discretion of the editor, an alternative designation would be more reasonable. In adjusting such designations, the editor may also change other designations and numerical assignment of code sections to accommodate such changes.

Section 3: Severability

It is hereby declared to be the intention of the Clayton Board of Aldermen that each and every part, section and subsection of this Ordinance shall be separate and severable from each and every other part, section and subsection hereof and that the Board of Aldermen Board of Aldermen intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect.

Section 4: Effective Date

This Ordinance shall be in full force and effect both from and after its passage by the Board of Aldermen.

Passed by the Board of Aldermen this ___th day of March 2023

Attest:

Mayor

City Clerk



City Manager
10 N. Bemiston Avenue
Clayton, MO 63105

REQUEST FOR BOARD ACTION

TO: MAYOR HARRIS; BOARD OF ALDERMEN

FROM: DAVID GIPSON, CITY MANAGER
ANNA KRANE, AICP, DIRECTOR, PLANNING & DEV. SERVICES

DATE: MARCH 14, 2023

SUBJECT: PUBLIC HEARING & A RESOLUTION - A CONDITIONAL USE PERMIT
FOR 33 N. CENTRAL AVENUE FOR A RESTAURANT *D/B/A* AS NATIVE
FOODS

This is a public hearing to consider an application for a Conditional Use Permit submitted by Bridget Holton of BHD Licensing on behalf of NF Missouri LLC., d/b/a Native Foods, to allow for the operation of a 2,126 square foot restaurant.

The proposed hours of operation are 11:00 a.m. to 8:00 p.m. Sunday through Thursday and 11:00 a.m. to 9:00 p.m. Friday and Saturday. The restaurant concept is a full-service sit-down restaurant open for breakfast and lunch. The applicant has stated an intent to apply for a liquor license. The restaurant will have 130 indoor seats and 22 outdoor seats. The proposed restaurant is located in a mixed-use building, known as Forsyth Pointe, which includes additional restaurant/retail spaces, office tenants, and a parking garage.

The subject property was developed with an on-site parking garage sized to provide enough parking to support the various uses on the site. The applicant has stated that employee parking has been secured. Deliveries to the restaurant will be made using the loading dock facilities off the alley.

The Plan Commission considered this request at its meeting on March 6, 2023, and voted unanimously to recommend approval as requested.

STAFF RECOMMENDATION: To approve a Conditional Use Permit for the operation of First Watch located at 8001 Forsyth Boulevard per the conditions outlined in the Resolution.

RESOLUTION NO. 2023-07

WHEREAS, on February 8, 2023, the City received an application and letter from Bridget Holton of BHD Licensing on behalf of Toby Warticovschi of NF Missouri LLC., d/b/a Native Foods, requesting a Conditional Use Permit to allow for the operation of a 2,126 square foot restaurant.

WHEREAS, the City Plan Commission considered this request at its March 6, 2023, meeting and voted to recommend approval to the Board of Aldermen; and

WHEREAS, the Board of Aldermen held a public hearing with regard to this Conditional Use Permit, after due notice as required by law, at their meeting of March 14, 2023;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF CLAYTON, MISSOURI, AS FOLLOWS:

Section 1. Pursuant to the authority of Article VII (Conditional Use Permit) of Chapter 405 (Zoning Regulations), of the Code of Ordinances of the City of Clayton, and subject to the terms and conditions set forth in Section 2, below, the approval of a Conditional Use Permit to NF Missouri LLC., to allow the operation of restaurant to be known as “Native Foods” located at 33 North Central Avenue is hereby granted. Said property is more particularly described as follows:

A TRACT OF LAND BEING LOTS 10,11, 12 AND PARTS OF 13 AND 14
IN BLOCK 5 OF THE TOWN, (NOW CITY) OF CLAYTON, MISSOURI

Section 2. In addition to compliance with all Ordinances of the City of Clayton and Laws of the State of Missouri, the permitted uses shall be conducted so as to comply with the following stipulations and conditions at all times:

- (1) The permit shall be assigned to NF Missouri LLC., d/b/a Native Foods (the “Permittee”) and shall not be further transferred or assigned without the prior written approval of the City of Clayton.
- (2) The property shall be improved, maintained and operated substantially in accordance with an application for a Conditional Use Permit received by the City of Clayton on February 8, 2023, and with plans and specifications as filed with and approved by the City of Clayton.
- (3) Permitted hours of operation shall not exceed 11:00 a.m. to 8:00 p.m. Sunday through Thursday and 11:00 a.m. to 9:00 p.m. Friday and Saturday.
- (4) The Permittee shall obtain an Outdoor Dining Permit from the City’s Planning Department prior to commencing outdoor dining.

(5) Any exterior revisions, including signage, shall be approved by the City prior to such change.

(6) The Permittee is responsible for keeping the area inside and outside the establishment clean and free from litter and debris.

(7) No outdoor music or similar audio shall be permitted without the prior written approval of the City.

(8) That the Permittee shall, within thirty (30) days of the adoption of the Resolution, notify the City Clerk of the City of Clayton in writing that the conditional use permit provided for is accepted and that the conditions set forth herein are understood and will be complied with.

(9) That Permittee's failure to comply with any of the conditions provided for in the Resolution may cause immediate termination of the permit.

Section 3. The City Manager of the City of Clayton is hereby authorized and directed to issue a conditional use permit in accordance with the provisions of this Resolution. Said permit shall contain all the conditions and stipulations set out in Section 2 of this Resolution.

Adopted this 14th day of March 2023.

Mayor

ATTEST:

City Clerk



City Manager
10 N. Bemiston Avenue
Clayton, MO 63105

REQUEST FOR BOARD ACTION

TO: MAYOR HARRIS; BOARD OF ALDERMEN

FROM: DAVID GIPSON, CITY MANAGER
ANNA KRANE, AICP, DIRECTOR, PLANNING & DEV. SERVICES

DATE: MARCH 14, 2023

SUBJECT: PUBLIC HEARING AND AN ORDINANCE - A SUBDIVISION PLAT/LOT
CONSOLIDATION FOR 7827 & 7855 DAVIS DRIVE

This is a public hearing and subsequent ordinance to consider approving a subdivision plat for consolidation of two existing lots.

The subject properties are located on the north side of Davis Drive at the intersection with South Central Avenue. The properties are zoned R-2 Single Family Dwelling District. The lot addressed 7827 Davis Drive is improved with a single-family home. The property addressed 7855 Davis Drive was previously right-of-way that was vacated by the City in 2020 and is improved with a driveway.

The owner of both properties is proposing to consolidate the lots into one lot measuring 19,602 square feet. The proposed lot conforms to the lot standards of the R-2 District. The applicant went before the Board of Adjustment on November 3, 2022, to request a 3-foot 6-inch variance from the side yard setback for the existing house, which would otherwise become non-conforming should the lots be consolidated. The Board of Adjustment unanimously approved the variance request.

The Plan Commission considered this request at its meeting on February 21, 2023, and voted unanimously to recommend approval.

Recommendation: To approve the request for lot consolidation.

BILL NO. 6956

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE APPROVAL OF A PLAT TO CONSOLIDATE CERTAIN PROPERTY LOCATED IN THE CITY OF CLAYTON, MISSOURI

WHEREAS, there presently exists in the City of Clayton lots numbered 7827 and 7855 Davis Drive, more particularly described as follows:

LOT 17 AND VACATED RESERVED AVENUE IN BLOCK 5
OF THE DAVIS PLACE SUBDIVISION
IN THE CITY OF CLAYTON, MISSOURI

WHEREAS, the owners of said properties desire to consolidate said lots into one (1) lot, in accordance with the City of Clayton Subdivision Ordinance, and have submitted the plat of said properties to the Board of Aldermen of the City of Clayton for approval, which plat is attached hereto, marked "Exhibit A", and made part of this Ordinance.

WHEREAS, the City Plan Commission has considered the plat and recommended approval.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF CLAYTON, MISSOURI, AS FOLLOWS:

Section 1. The consolidation of the above described lots, currently numbered 7827 and 7855 Davis Drive, in accordance with the plat attached hereto and marked "Exhibit A" and made part of this ordinance is hereby approved.

Section 2. The City Clerk of the City of Clayton is authorized and directed on behalf of the City to sign the original plat of consolidation of the subject property.

Section 3. The owner (applicant) must submit to the City Clerk proof of filing showing the book and page from the St. Louis County Recorder of Deeds Office within 30 days of the approval of said plat by the Clayton Board of Aldermen.

Section 3. This Ordinance shall be in full force and effect from and after its passage by the Board of Aldermen.

Passed this 14th day of March 2023

Mayor

ATTEST:

City Clerk



City Manager
10 N. Bemiston Avenue
Clayton, MO 63105

REQUEST FOR BOARD ACTION

TO: MAYOR HARRIS; BOARD OF ALDERMEN

FROM: DAVID GIPSON, CITY MANAGER
ANNA KRANE, AICP, DIRECTOR, PLANNING & DEV. SERVICES

DATE: MARCH 14, 2023

SUBJECT: PUBLIC HEARING AND ORDINANCE - A SUBDIVISION PLAT/LOT
CONSOLIDATION FOR 21 AND 21A DARTFORD AVENUE

This is a public hearing and subsequent ordinance to consider approving a subdivision plat for consolidation of two existing lots.

The subject properties are located on the west side of Dartford Avenue, adjacent to the intersection with Aberdeen Place. Fontbonne University is located to the west. The properties have a zoning designation of R-2 Single-Family Dwelling District. The property addressed 21 Dartford Avenue was developed with the existing single-family house in 1901. The northern lot, 21A Dartford Avenue, remained vacant and was at some point reduced to a 30-foot-wide lot for access to Fontbonne University, with the remaining 20-feet combined with 21 Dartford Avenue.

The owner of both properties is proposing to consolidate the lots into one lot measuring 15,000 square feet. The proposed lot conforms to the lot standards of the R-2 District.

The Plan Commission considered this request at its meeting on March 7, 2023, and voted unanimously to recommend approval.

Recommendation: To approve the request for lot consolidation.

BILL NO. 6957

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE APPROVAL OF A PLAT TO CONSOLIDATE CERTAIN PROPERTY LOCATED IN THE CITY OF CLAYTON, MISSOURI

WHEREAS, there presently exists in the City of Clayton two lots numbered 21 and 21A Dartford Avenue, more particularly described as follows:

LOTS 8 AND 9 OF BLOCK 9
OF THE HILLCREST SUBDIVISION
IN THE CITY OF CLAYTON, MISSOURI

WHEREAS, the owner of said properties desires to consolidate said lots into one (1) lot, in accordance with the City of Clayton Subdivision Ordinance, and have submitted the plat of said properties to the Board of Aldermen of the City of Clayton for approval, which plat is attached hereto, marked "Exhibit A", and made part of this Ordinance.

WHEREAS, the City Plan Commission has considered the plat and recommended approval.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF CLAYTON, MISSOURI, AS FOLLOWS:

Section 1. The consolidation of the above described lots, currently numbered 21 and 21A Dartford Avenue, in accordance with the plat attached hereto and marked "Exhibit A" and made part of this ordinance is hereby approved.

Section 2. The City Clerk of the City of Clayton is authorized and directed on behalf of the City to sign the original plat of consolidation of the subject property.

Section 3. The owner (applicant) must submit to the City Clerk proof of filing showing the book and page from the St. Louis County Recorder of Deeds Office within 30 days of the approval of said plat by the Clayton Board of Aldermen.

Section 3. This Ordinance shall be in full force and effect from and after its passage by the Board of Aldermen.

Passed this 14th day of March 2023

Mayor

ATTEST:

City Clerk

THE CITY OF CLAYTON

Board of Aldermen
In-Person and Virtual Meeting
February 28, 2023
7:05 p.m.

Minutes

The meeting was open to individuals to attend in-person and/or virtually via Zoom.

Mayor Harris called the meeting to order and requested a roll call. The following individuals were in attendance:

In-person: Rich Lintz, Bridget McAndrew, Susan Buse, Becky Patel, Gary Feder, and Mayor Harris.

Staff: City Manager Gipson, City Attorney O'Keefe, City Clerk Frazier, and Assistant City Manager Muskopf

Absent: Alderman Berkowitz

Motion made by Alderman McAndrew to approve the January 24, 2023, minutes. Alderman Buse seconded.

Motion to approve the minutes passed unanimously on a voice vote.

PUBLIC REQUESTS AND PETITIONS

None

PRESENTATIONS

Bi-State on Metrolink Security Efforts

Kevin Scott, General manager for security at Bi-State Development provided the Board with a presentation on the planned update in security for Metrolink.

Missouri American Water Lead Service Line Replacements

Christopher Parrish, representative of Missouri American Water, provided a presentation to the Board on the lead service line replacement program.

A PUBLIC HEARING AND A RESOLUTION TO CONSIDER APPROVING A CONDITIONAL USE PERMIT FOR 8027 FORSYTH BOULEVARD FITNESS CENTER TO BE KNOWN AS STRIDE FITNESS

Mayor Harris opened the public hearing and requested proof of publication.

City Manager Gipson reported that this is a public hearing to consider an application for a Conditional Use Permit submitted by Ryan Harbison of Willow Hill Holdings, LLC, d/b/a Stride Fitness, to allow for the operation of a 2,368 square foot class-based fitness studio.

Anna Krane, Director of Planning, was present to answer questions.

Ryan Harbison, applicant, was present to answer questions.

Mayor Harris closed the public hearing.

Motion made by Alderman Lintz to approve a Conditional Use Permit for Stride Fitness located at 8027 Forsyth Boulevard. Alderman McAndrew seconded.

The motion passed unanimously on a voice vote.

PUBLIC HEARING AND AN ORDINANCE TO CONSIDER A TEXT AMENDMENT TO ARTICLE XIV OF CHAPTER 405 (ZONING REGULATIONS) RELATED TO THE WILLIAMSBURG SHOPPES

Mayor Harris opened the public hearing and requested proof of publication.

Motion made by Alderman Lintz to recess the hearing until the March 14, 2023 Board of Alderman meeting and table Bill No. 6950. Alderman McAndrew seconded.

The motion passed unanimously on a voice vote.

FY2022 4TH QUARTER FINANCIAL REPORT

Karen Dilber, Director of Finance provided the Board with a summary report of the FY2022 4th Quarter Financial report.

An ORDINANCE TO CONSIDER APPROVING THE 4TH QUARTER AMENDMENT TO THE FISCAL YEAR 2022 BUDGET

Karen Dilber, Director of Finance provided a summary report on the FY2022 4th quarter budget amendments.

Alderman Lintz introduced Bill No. 6951, to approve the FY22 4th Quarter Budget amendment to be read for the first time by title only. Alderman McAndrew seconded.

City Attorney O'Keefe reads Bill No. 6951, first reading, an Ordinance Amending the Fiscal Year 2022 Budget and Appropriating Funds Pursuant Thereto by title only.

The motion passed unanimously on a voice vote.

Motion made by Alderman Lintz that the Board give unanimous consent to consideration for adoption of Bill No. 6951 on the day of its introduction. Alderman McAndrew seconded.

The motion passed unanimously on a voice vote.

Alderman Lintz introduced Bill No. 6951, to approve the FY22 4th Quarter Budget amendment to be read for the second time by title only. Alderman McAndrew seconded.

City Attorney O'Keefe reads Bill No. 6951, second reading, an Ordinance Amending the Fiscal Year 2022 Budget and Appropriating Funds Pursuant Thereto by title only.

The motion passed on a roll call vote: Alderman Lintz – Aye; Alderman McAndrew – Aye; Alderman Buse – Aye; Alderman Patel – Aye; Alderman Feder – Aye; and Mayor Harris –

Aye. The bill, having received majority approval was adopted and became Ordinance No. 6811 of the City of Clayton.

AN ORDINANCE TO CONSIDER AUTHORIZING A SMALL VEHICLE SHARING PROGRAM IN COOPERATION WITH OTHER MUNICIPALITIES

City Manager Gipson reported that the Board of Aldermen approved an intergovernmental agreement with the cities of Brentwood, Maplewood and Richmond Heights for small vehicle (e-scooter) permitting on July 28, 2020. The City of Brentwood had been providing the permitting services for the partner cities. Brentwood has since pulled out of the partnership. The attached agreement removes Brentwood from the agreement and revises the program to make Clayton the permitting agency. No other changes are being proposed.

Alderman Lintz introduced Bill No. 6952, to approve an Intergovernmental Agreement for the small vehicle share program to be read for the first time by title only. Alderman McAndrew seconded.

City Attorney O’Keefe reads Bill No. 6952, first reading, an Ordinance Authorizing a Small Vehicle Sharing Program in the City of Clayton, Missouri, in Cooperation with Other Municipalities and Approving a Fee Schedule in Connection Therewith by title only.

The motion passed unanimously on a voice vote.

Motion made by Alderman Lintz that the Board give unanimous consent to consideration for adoption of Bill No. 6952 on the day of its introduction. Alderman McAndrew seconded.

The motion passed unanimously on a voice vote.

Alderman Lintz introduced Bill No. 6952, to approve an Intergovernmental Agreement for the small vehicle share program to be read for the second time by title only. Alderman McAndrew seconded.

City Attorney O’Keefe reads Bill No. 6951, second reading, an Ordinance Authorizing a Small Vehicle Sharing Program in the City of Clayton, Missouri, in Cooperation with Other Municipalities and Approving a Fee Schedule in Connection Therewith by title only.

The motion passed on a roll call vote: Alderman Lintz – Aye; Alderman McAndrew – Aye; Alderman Buse – Aye; Alderman Patel – Aye; Alderman Feder – Aye; and Mayor Harris – Aye. The bill, having received majority approval was adopted and became Ordinance No. 6812 of the City of Clayton.

AN ORDINANCE TO CONSIDER APPROVING AN AMENDMENT TO TABLE III-E AND TABLE III-H OF THE PARKING REGULATIONS IN TITLE III OF THE CITY CODE

City Manager Gipson reported that in late 2022, the City was contacted by Kol Rinah, a religious congregation and not-for-profit/benevolent corporation that owns and occupies the property at 7701 Maryland Avenue (on the north side of Maryland between N. Hanley Rd. on the east and Linden Ave. on the west), with a request to modify the parking restrictions along Linden Avenue.

Matt Malick, Director of Public Works, was present to answer questions.

Stacy Hudson, Executive Director of Administration, Kol Rinah was presented addressing the Board requesting a modification to change the regulations to two-hour parking on Linden.

Rabbi Noah Arno, Kol Rinah, was present addressing the Board expressing that the change from one-hour to two-hour parking would make a big difference for their members.

Spencer Burk, 121 N. Hanley, addressed the Board expressing his support for the parking modification and that Kol Rinah is an asset to the neighborhood.

Randi Mozenter, 6336 Forsyth Boulevard, read statements from Michael Staenberg, 151 Linden Avenue and Anna Ives, citizen, expressing their support of allowing two-hour parking modifications for the members of Kohl Rinah.

Mark and Priscilla Alper, 155 Carondelet Plaza, addressed the Board expressing support for the parking modification.

Beth Rubin, 6144 Cecil Avenue, addressed the Board expressing support for the parking modification.

Motion made by Alderman Lintz to amend Bill No. 6953, to allow for two-hour parking on Linden between Pershing and Maryland. Alderman McAndrew seconded.

The motion passed unanimously on a voice vote.

Alderman Lintz introduced Bill No. 6953, to approve as amended Table III-E and Table III-H of the Parking Regulations in Title III of the City Code to be read for the first time by title only. Alderman McAndrew seconded.

City Attorney O'Keefe reads Bill No. 6953, first reading, an Ordinance Amending Table III-E and Table III-H of Schedule III of Title III of the Clayton City Code Relating to Parking Restrictions on Linden Avenue as amended by title only.

The motion passed unanimously on a voice vote.

Motion made by Alderman Lintz that the Board give unanimous consent to consideration for adoption of Bill No. 6953 as amended on the day of its introduction. Alderman McAndrew seconded.

The motion passed unanimously on a voice vote.

Alderman Lintz introduced Bill No. 6953, to approve as amended Table III-E and Table III-H of the Parking Regulations in Title III of the City Code to be read for the second time by title only. Alderman McAndrew seconded.

City Attorney O'Keefe reads Bill No. 6953, second reading, an Ordinance Amending Table III-E and Table III-H of Schedule III of Title III of the Clayton City Code Relating to Parking Restrictions on Linden Avenue as amended by title only.

The motion passed on a roll call vote: Alderman Lintz – Aye; Alderman McAndrew – Aye; Alderman Buse – Aye; Alderman Patel – Aye; Alderman Feder – Aye; and Mayor Harris – Aye. The bill, having received majority approval was adopted and became Ordinance No. 6813 of the City of Clayton.

AN ORDINANCE TO CONSIDER AN AMENDMENT TO THE CONTRACT BETWEEN THE CITY AND MIDWEST POOL MANAGEMENT

City Manager Gipson reported that the City of Clayton Parks and Recreation Department is currently under contract with Midwest Pool Management (MPM) through September 30, 2024 for Facility Management and Lifeguarding Services for the Center of Clayton and Shaw Park Aquatic Center (SPAC). Per the current contract, MPM employees currently earn a starting hourly wage of \$14 per hour. MPM has notified the City of their desire to increase starting hourly wages to \$15 per hour at both the Center and SPAC. This would align with current market trends as well as salaries in the Clayton Parks & Recreation department, where all part-time positions were raised to \$15 per hour as of January 1, 2023.

Toni Siering, Director of Parks and Recreation, was in attendance to answer questions.

Alderman Lintz introduced Bill No. 6954, to approve an amendment to the contract with Midwest Pool Management for hourly wages to be read for the first time by title only. Alderman McAndrew seconded.

City Attorney O’Keefe reads Bill No. 6954, first reading, an Ordinance Approving an Amendment to the Contract with Midwest Pool Management, LTD, for Aquatic Management Services for the City of Clayton by title only.

The motion passed unanimously on a voice vote.

Motion made by Alderman Lintz that the Board give unanimous consent to consideration for adoption of Bill No. 6954 on the day of its introduction. Alderman McAndrew seconded.

The motion passed unanimously on a voice vote.

Alderman Lintz introduced Bill No. 6954, to approve an amendment to the contract with Midwest Pool Management for hourly wages to be read for the second time by title only. Alderman McAndrew seconded.

City Attorney O’Keefe reads Bill No. 6954, second reading, an Ordinance Approving an Amendment to the Contract with Midwest Pool Management, LTD, for Aquatic Management Services for the City of Clayton by title only.

The motion passed on a roll call vote: Alderman Lintz – Aye; Alderman McAndrew – Aye; Alderman Buse – Aye; Alderman Patel – Aye; Alderman Feder – Aye; and Mayor Harris – Aye. The bill, having received majority approval was adopted and became Ordinance No. 6814 of the City of Clayton.

AN ORDINANCE TO CONSIDER APPROVING AN AMENDMENT TO SECTION 105.050 – AGENDAS FOR BOARD OF ALDERMEN MEETINGS

City Manager Gipson reported that during the February 17, 2023 Board of Aldermen meeting staff presented discussion of the use of consent agendas. A consent agenda is a tool used to *streamline* meeting procedures by collecting routine, non-controversial items into a group whereby all are passed with a single motion and vote. Tonight, staff is presenting a draft ordinance for Board approval of the use of consent agendas.

Alderman Lintz introduced Bill No. 6955, to approve an amendment to Section 105.150, Agendas for Board of Aldermen meetings to be read for the first time by title only. Alderman McAndrew seconded.

City Attorney O’Keefe reads Bill No. 6955, first reading, an Ordinance Amending Section 105.150 of The Clayton Municipal Code Relating to Agendas for Board of Aldermen Meetings by title only.

The motion passed unanimously on a voice vote.

Motion made by Alderman Lintz that the Board give unanimous consent to consideration for adoption of Bill No. 6955 on the day of its introduction. Alderman McAndrew seconded.

The motion passed unanimously on a voice vote.

Alderman Lintz introduced Bill No. 6955, to approve an amendment to Section 105.150, Agendas for Board of Aldermen meetings to be read for the second time by title only. Alderman McAndrew seconded.

City Attorney O’Keefe reads Bill No. 6955, second reading, an Ordinance Amending Section 105.150 of The Clayton Municipal Code Relating to Agendas for Board of Aldermen Meetings by title only.

The motion passed on a roll call vote: Alderman Lintz- Aye; Alderman McAndrew – Aye; Alderman Buse – Aye; Alderman Patel – Aye; Alderman Feder – Aye; and Mayor Harris – Aye. The bill, having received majority approval was adopted and became Ordinance No. 6815 of the City of Clayton.

A MOTION TO CONSIDER APPROVING AN APPOINTMENT OF AN EX-OFFICIO MEMBER TO THE CLAYTON COMMUNITY EQUITY COMMISSION

City Manager Gipson reported that the Clayton Equity Commission voted unanimously to recommend appointment of Tom Albinson, Rector at Church of St. Michael & St. George, as the faith community ex-officio.

Motion made by Alderman Lintz to approve the appointment of Tom Albinson as an ex-officio member of the Clayton Equity Commission. Alderman McAndrew seconded.

The motion passed unanimously on a voice vote.

OTHER

Alderman Lintz reported on the following:

- Sustainability Committee – Chairman Grossman energized - discussions held on
 - Strategic Plan and priorities
 - Midwest Climate collaborative
 - Two interns from Washington University
- Hotel DeMun project – developer is using the existing buildings and renovating; adding new construction; 24 boutique hotel rooms; possibly \$300 - \$350 per night; dedicated to keeping retail on the street; held several neighborhood meetings;

Alderman McAndrew reported on the following:

- CRSWC
 - Membership – numbers are up; although corporate membership is down
 - Attire policy was updated
- Plan Commission –
 - Stride Fitness
 - Sterling Bank – highlights to include a pocket park between parking garages
- *All in Coalition* – training for employees or businesses that fail to control underage use of fake IDs

Alderman Lichtenfeld left the meeting at 8:40 p.m.

Alderman Buse reported on the following:

- Clayton Community Foundation – new members; talks on engagement to get the community involved in celebration events
- CRSWC
- Clayton Equity Commission- presentation given by area faith leaders
- Visited Wydown School to talk about local government; City Manager Gipson helped

Alderman Patel reported on the following:

- Participated in the marketing effort for the Center of Clayton.
- Attended the School District's Celebration Of Black Achievements event – highlighted current students in all Clayton schools as well as alumni.

Alderman Feder reported on the following:

- Attended the historical plaque unveiling for the former site of the Attucks' School.
- Plan Commission – Sterling Bank project

Mayor Harris reported on the following:

- Attended several meetings

City Manager Gipson reported that staff is busy working on the following:

- Livable Community Master Plan
- Marketing study
- Maryland Park bid opening
- RFQ for Municipal Garage Owner's representative
- RFP for waste collection
- Comprehensive Plan consultant interviews

Motion made by Alderman Lintz to adjourn the meeting. Alderman McAndrew seconded.

The motion passed unanimously on a voice vote.

The meeting adjourned at 8:50 p.m.

Mayor

ATTEST:

DRAFT



City Manager
10 N. Bemiston Avenue
Clayton, MO 63105

REQUEST FOR BOARD ACTION

TO: MAYOR HARRIS; BOARD OF ALDERMEN
FROM: DAVID GIPSON, CITY MANAGER
KAREN DILBER, DIRECTOR OF FINANCE
DATE: MARCH 14, 2023
SUBJECT: MOTION - A LIQUOR LICENSE FOR NF MISSOURI LLC *DBA* NATIVE
FOODS LOCATED AT 33 N. CENTRAL AVENUE

NF Missouri LLC *dba* Native Foods is requesting a liquor license to sell 5% beer and not to exceed 14% wine at retail by the drink, including Sundays, at 33 N. Central Avenue.

The Police Department has completed its review of the application and supports the issuance of the requested license. The Planning and Development department will be submitting the Conditional Use Permit (CUP) on the same Board of Aldermen agenda for approval.

The applicant has chosen not to submit a petition from surrounding property owners and first floor tenants. As a result, they are aware that this application must have a super majority vote of five Board members in order to be approved. Staff has requested that a representative attend the meeting.

Recommended Action: Staff recommends passing a motion to approve the liquor license to 5% beer and not to exceed 14% wine at retail by the drink, including Sundays.



City Manager
10 N. Bemiston Avenue
Clayton, MO 63105

REQUEST FOR BOARD ACTION

TO: MAYOR HARRIS; BOARD OF ALDERMEN
FROM: DAVID GIPSON, CITY MANAGER
DATE: MARCH 14, 2023
SUBJECT: RESOLUTION - AUTHORIZING EXECUTION OF NEW NATIONAL OPIOID SETTLEMENT AGREEMENTS

The attached resolution authorizes the City to participate in a new nationwide opioid class action settlement agreement with five pharmaceutical distributors (Teva, Allergan, CVS, Walgreens and Walmart) to compensate states and cities for the harm caused by fraudulent marketing and licit and illicit opioid use and distribution. Missouri will receive an estimated \$350 million dollars in this case. The anticipated funding amount to be allocated to local governments and other political subdivisions is not readily available.

This is the second substantial class action settlement for these claims. About a year ago the city also agreed to participate in an earlier settlement agreement with another group of defendants that resulted in between \$243 million and \$457 million in total compensation for the State of Missouri and participating local governments. To date, the City has received \$24,163 from this settlement agreement.

The deadline for local government participation in the latest settlement is April 18, 2023.

Recommended Actions: To approve the attached Resolution approving and authorizing execution of New National Opioid Settlement Agreements.

RESOLUTION NO. 2023-08

A RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF NEW NATIONAL OPIOID SETTLEMENT AGREEMENTS

WHEREAS, the residents of the City of Clayton, Missouri ("Clayton") have been harmed by a national and state-wide opioid epidemic caused by fraudulent marketing and licit and illicit opioid use and distribution; and

WHEREAS, Clayton and the State of Missouri ("the State") share a common desire to abate and alleviate the local impacts of the opioid epidemic in Clayton and throughout Missouri; and

WHEREAS, Missouri and other states have entered into new national opioid settlement agreements with certain pharmaceutical supply chain entities currently facing litigation and investigation relating to the opioid epidemic; and

WHEREAS, Clayton wishes to participate in the new national opioid settlement agreements;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF CLAYTON, MISSOURI, AS FOLLOWS:

Section 1. Definitions

1. "New National Opioid Settlement" means a national settlement agreement with pharmaceutical distributors Teva, Allergan, CVS, Walgreens, Walmart and their related corporate entities concerning alleged misconduct in the marketing, promotion, distribution, and dispensing of opioids.
2. "National Settlements" refers collectively to the New National Opioid Settlement
3. "Settlement Funds" refers collectively to funds from the New National Opioid Settlement
4. "Settling Defendants" refers to the pharmaceutical supply chain entities who are parties to the New National Opioid Settlement.

Section 2. Execution of New National Opioid Settlement Agreements

1. The Board of Aldermen hereby approves and authorizes execution of the New National Opioid Settlement Agreements
2. The officer of the City are hereby authorized to execute the necessary documentation to join the New National Settlement on behalf of Clayton. Clayton shall further be authorized to execute the documents necessary to join the New National Settlements electronically by using *DocuSign*.

3. Clayton acknowledges that the New National Opioid Settlements require it to release its claims against the Settling Defendants as a condition of its participation and entitlement to Settlement Funds.

4. Clayton is further authorized to cooperate with the State to fulfill all requirements necessary to qualify Clayton for participation in the New National Opioid Settlements and entitlement to Settlement Funds.

Section 3. Applicability

1. This Resolution does not automatically apply to future national settlements with opioid manufacturer, distributor, or other opioid-related Defendants not named herein.

2. Clayton acknowledges that this Resolution does not excuse any requirements placed upon it by the terms of the New National Opioid Settlement Agreements.

Section 4.

This Resolution shall be in full force and effect both from and after its passage by the Board of Aldermen.

Passed by the Board of Aldermen this 14th day of March 2023.

Mayor

Attest:

City Clerk



City Manager
10 N. Bemiston Avenue
Clayton, MO 63105

REQUEST FOR BOARD ACTION

TO: MAYOR HARRIS; BOARD OF ALDERMEN
FROM: DAVID GIPSON, CITY MANAGER
MARK J. SMITH, CHIEF OF POLICE
DATE: MARCH 14, 2023
SUBJECT: RESOLUTION –SUBMITTAL OF A HAZARDOUS MOVING VIOLATION
ENFORCEMENT GRANT APPLICATION

Aggressive driving can be any one of us, when we make the decision to drive over the speed limit; change lanes several times in a short distance, and/or follow too closely. Aggressive driving is a costly decision, often made in an instant, but can have lifetime consequences. According to the National Highway Traffic Safety Administration, aggressive driving is when any individual commits a combination of moving traffic offenses so as to endanger other persons or property. During the past 5 years, (2016-2020) the combination of aggressive driving behaviors contributed to 53% of fatalities and 44% of serious injuries in Missouri. Speed related conditions, including exceeding the speed limit, and too fast for conditions, accounted for the most fatalities of all aggressive driving behaviors. Thirty seven percent of all Missouri fatalities over the last 5 years were speed related.

The reduction of traffic crashes on the roadways within the City of Clayton is a priority for the Clayton Police Department. The City of Clayton is a densely populated urban area. It has a network of bike lanes and pedestrian walkways which are attached to major roadways. The risk of personal injury is greater when pedestrian and cyclist traffic is mixed with vehicular traffic. The result is an increase in traffic complaints, congestion and collisions. Any collision involving a motor vehicle with a pedestrian or cyclist has substantially greater potential for serious physical injury or death of involved parties. The most frequently occurring contributing circumstances are hazardous moving violations.

An increased enforcement of hazardous moving violations in the area where there is high pedestrian and pedal cyclist traffic could decrease the number of accidents involving pedestrians and pedal cyclists.

A portion of Interstate I-170 passes through the City of Clayton. According to MoDOT's 2021 St. Louis District Traffic Volume and Commercial Vehicle Count Map (most recent data), the City of Clayton's portion of I-170 accommodates approximately 113,491 vehicles a day. Interstate 170 has approximately 21.8% of all crashes investigated by the Clayton Police Department. It is common to have secondary and tertiary crashes due to the congestion caused by the primary crash. The interstate, as well as city streets, need hazardous moving violations monitored and enforced to reduce the potential for injury crashes.

The Clayton Police Department intends to seek a MoDOT grant to assist the Department to address the issue of aggressive driving in a multifaceted approach.

1. Additional deployment of commissioned Clayton police officers to patrol for hazardous moving violations. The officers will be brought in on their days off and paid overtime to address solely the problems related to this safety plan. Officers will also conduct patrol and traffic enforcement targeting drivers that commit hazardous moving violations, focusing on the top contributing circumstances.
2. Provide a quick response to vehicle crashes. The presence of emergency vehicles at a crash on a major roadway not only will help protect the victims of the original crash but help prevent the occurrence of secondary crashes due to traffic congestion. A prompt response from arriving police officers, as well as having a coordinated traffic control plan once on scene, can reduce traffic crashes.
3. Directly address issue of speed. *Clayton Police Officers will use RADAR devices to detect speeders.*

Recommendation: To approve the resolution authorizing submittal of the grant application.

RESOLUTION NO. 2023-09

SUBMITTAL OF A HAZARDOUS MOVING VIOLATION ENFORCEMENT GRANT APPLICATION

WHEREAS, the City of Clayton Board of Aldermen deems it desirable to engage in a Hazardous Moving Violation Enforcement Program, specifically targeting Aggressive Drivers

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF CLAYTON, MISSOURI, THAT:

1. A grant application will be prepared and submitted to the Traffic and Highway Safety Division of the Missouri Department of Transportation, MoDOT, for a 2023-2024 Hazardous Moving Violation Enforcement Grant.
2. The Board of Aldermen hereby authorizes appropriate officials to sign and execute the necessary documents to submit the grant application, and if the grant is awarded, to sign the project agreement, and subsequent amendments and other necessary documents between the City of Clayton and the Missouri Department of Transportation, Traffic and Highway Safety Division.

Adopted this 14th day of March 2023.

Mayor

ATTEST:

City Clerk



City Manager
10 N. Bemiston Avenue
Clayton, MO 63105

REQUEST FOR BOARD ACTION

TO: MAYOR HARRIS; BOARD OF ALDERMEN
FROM: DAVID GIPSON, CITY MANAGER
MARK J. SMITH, CHIEF OF POLICE
DATE: MARCH 14, 2023
SUBJECT: RESOLUTION –SUBMITTAL OF A DWI SATURATION ENFORCEMENT
GRANT APPLICATION

Substance impaired drivers contributed to 22% of Missouri's traffic fatalities during the past 5 years. Alcohol remains the primary contributor to substance impaired driving crashes; however, the number of persons under the influence of prescription medications and/or illicit drugs continues to increase. Male drivers were more likely than females to be involved in substance impaired driving crashes. During the past 5 years, males were responsible for 81.7% of substance impaired driving fatalities. Ten percent of the children less than 15 years of age who were killed in motor vehicle crashes over the last 5 years, were riding with a substance impaired driver.

The City of Clayton ranked 49th among cities in Missouri for alcohol involved crashes from 2019-2021. The City of Clayton has a Central Business District containing numerous bars and restaurants. Due to the volume of traffic related to the bars and restaurants, there is a potential for alcohol related crashes.

Impaired driving remains a priority of the Clayton Police Department. The goal is to reduce the number of impaired drivers on the roadways in Clayton. The Clayton Police Department will continue its attempts to reduce impaired driving by conducting saturation patrols. Data comparing the number of alcohol related crashes to prior years will be examined to measure crash reduction. The data will be derived from the Missouri State Highway Patrol Crash Statistics.

The Clayton Police Department intends to seek a MODOT grant to assist the Department to address the issue of impaired driving.

1. Additional deployment of commissioned Clayton police officers to patrol for impaired drivers. The officers will be brought in on their days off and paid overtime to address the problems related to this safety plan. Officers will be deployed during the times most likely for impaired driving. Additionally, officers will participate in designated statewide enforcement campaigns throughout the duration of the grant.

Recommendation: To approve the resolution authorizing submittal of the grant application.

RESOLUTION NO. 2023-10

SUBMITTAL OF A HAZARDOUS MOVING VIOLATION ENFORCEMENT GRANT APPLICATION

WHEREAS, the City of Clayton Board of Aldermen deems it desirable to engage in a Hazardous Moving Violation Enforcement Program, specifically targeting Aggressive Drivers

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF CLAYTON, MISSOURI, THAT:

1. A grant application will be prepared and submitted to the Traffic and Highway Safety Division of the Missouri Department of Transportation, MoDOT, for a 2023-2024 DWI Saturation Enforcement Grant.
2. The Board of Aldermen hereby authorizes appropriate officials to sign and execute the necessary documents to submit the grant application, and if the grant is awarded, to sign the project agreement, and subsequent amendments and other necessary documents between the City of Clayton and the Missouri Department of Transportation, Traffic and Highway Safety Division.

Adopted this 14th day of March 2023.

Mayor

ATTEST:

City Clerk



City Manager
10 N. Bemiston Avenue
Clayton, MO 63105

REQUEST FOR BOARD ACTION

TO: MAYOR HARRIS; BOARD OF ALDERMEN
FROM: DAVID GIPSON, CITY MANAGER
DATE: MARCH 14, 2023
SUBJECT: ORDINANCE – PROCEDURES FOR ISSUANCE AND ENFORCEMENT OF SUBPOENAS

The Charter of the City of Clayton authorizes the Board of Aldermen to “compel by the issuance of process the attendance of witnesses and the production of papers and records relating to any subjects under investigation in which the interest of the city is involved, call upon the proper officers of the city or county to execute such process, and administer oaths in the same manner and with like effect and under the same penalties as in the case of magistrates exercising criminal and civil jurisdiction under the laws of Missouri.”

The attached ordinance establishes a procedure to issue and enforce subpoenas for matters of City interest under investigation by the Board of Aldermen.

A majority vote of the Board of Aldermen would be required to issue a subpoena. Subpoenas must be signed by the Mayor and served by the City Clerk. In the event a witness fails to comply with a subpoena, the City may seek enforcement by the St. Louis County Circuit Court. After a hearing, the Circuit Court may determine that the subpoena should be sustained and enforced. In that case, the subpoena will be enforced in the same manner as though it had been issued in a civil case in the Circuit Court. Failure to comply with a subpoena would also constitute a violation of City ordinance.

Staff recommends approval of the ordinance establishing procedures for the issuance and enforcement of subpoenas.

BILL NO. 6958

ORDINANCE NO. _____

AN ORDINANCE RELATING TO PROCEDURES FOR ISSUANCE AND ENFORCEMENT OF SUBPOENAS IN FURTHERANCE OF BOARD OF ALDERMEN PROCEEDINGS

WHEREAS, Article II, Section 15(23) of the Charter of the City of Clayton authorizes the Board of Aldermen to “compel by the issuance of process the attendance of witnesses and the production of papers and records relating to any subjects under investigation in which the interest of the city is involved, call upon the proper officers of the city or county to execute such process, and administer oaths in the same manner and with like effect and under the same penalties as in the case of magistrates exercising criminal and civil jurisdiction under the laws of Missouri”; and

WHEREAS, the Clayton Board of Aldermen now wishes to establish reasonable procedures to exercise the authority delegated to the Board by the charter;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF CLAYTON, MISSOURI, AS FOLLOWS:

Section One. Article IV of Chapter 100 of the Code of Ordinances of the City of Clayton, Missouri, is hereby amended by the addition of one new section, initially to be designated as Section 100.200, which is enacted hereby to read as follows:

Chapter 100. General Provisions

Article IV. Miscellaneous Code Provisions

Section 100.200. Investigations.

The Board of Aldermen may make investigations into the affairs of the City and the conduct of any City department, office or agency, and for this purpose may subpoena witnesses, administer oaths, take testimony and require the production of evidence. Subpoenas issued in accordance with this Section may be issued pursuant to authority delegated by the Board of Aldermen or by a motion approved by a majority of the Members of the Board of Aldermen voting thereon and shall be signed

by the Mayor, or in case of his or her absence or inability to act, by the official acting in such capacity if there is a vacancy in the office, and shall be attested by the City Clerk. Every such subpoena shall be served and return thereof made to the City Clerk in the same manner as provided by law for the service and return of subpoenas in civil actions in the Circuit Courts of this State. Such subpoenas may be enforced by applying to a judge of the St. Louis County Circuit Court for an order upon any witness who shall fail to obey a subpoena to show cause why such subpoena should not be enforced, which said order and a copy of the application therefor shall be served upon the witness in the same manner as a summons in a civil action, and if said court shall, after a hearing, determine that the subpoena should be sustained and enforced, said court shall proceed to enforce said subpoena in the same manner as though said subpoena had been issued in a civil case in the Circuit Court. Any person who shall, without reasonable cause, fail or refuse to comply with a subpoena or other lawful order issued pursuant to this Section, by or on behalf of and under the authority of the Board of Aldermen, shall be guilty of an ordinance violation, and, upon conviction thereof, shall be subject to the penalties as provided in Section 100.110 of the City Code.

Section Two. The Chapter, Article, Division and/or Section assignments designated in this Ordinance may be revised and altered in the process of recodifying or servicing the City's Code of Ordinances upon supplementation of such code if, in the discretion of the editor, an alternative designation would be more reasonable. In adjusting such designations, the editor may also change other designations and numerical assignment of code sections to accommodate such changes.

Section Three. If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

Section Four. This Ordinance shall be in full force and effect both from and after its passage by the Board of Aldermen.

Passed by the Board of Aldermen this 14th day of March 2023.

Mayor

Attest:

City Clerk



City Manager
10 N. Bemiston Avenue
Clayton, MO 63105

REQUEST FOR BOARD ACTION

TO: MAYOR HARRIS; BOARD OF ALDERMEN
FROM: DAVID GIPSON, CITY MANAGER
ANNA KRANE, AICP, DIRECTOR OF PLANNING AND DEVELOPMENT SERVICES
DATE: MARCH 14, 2023
SUBJECT: ORDINANCE - ON-CALL SERVICES CONTRACT FOR LANDSCAPE AND TREE PRESERVATION PROFESSIONAL SERVICES

The City has been engaged in a contract with Christner for landscape architecture services for a number of years. In 2016, Christner supported the City in the drafting and adoption of *Chapter 405 Zoning Regulations, Article XXX Tree and Landscape Regulations* and has since operated as the consultant completing review of landscape and tree protection plans. Staff is proposing an updated contract to continue engaging Christner for consulting services.

There have been changes in staff and rates since the on-call contract was last revised in 2019. Rates for Christner staff working on City projects has increased from \$160 per hour to \$165 per hour. The cost of consultant reviews associated with site plan review projects, which accounts for the majority of the work completed, are included in the permit fees collected by the City. The City has also updated the insurance requirements for consultants and vendors, which is reflected in the proposed contract.

STAFF RECOMMENDATION: To approve the ordinance authorizing the execution of a contract with Christner to provide professional services related to landscape architecture and tree preservation.

BILL NO. 6959

ORDINANCE NO. _____

ORDINANCE APPROVING A CONTRACT WITH CHRISTNER FOR PROFESSIONAL SERVICES
FOR LANDSCAPE ARCHITECTURE AND TREE PRESERVATION

WHEREAS, the City desires to receive professional services and support from certified landscape architects and certified arborists to assist with the review and application of adopted landscape and tree protection regulations; and

WHEREAS, the City desires to renew an existing contract with Christner to provide professional services; and

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF CLAYTON, MISSOURI, AS FOLLOWS:

Section 1. The Board of Aldermen approves on behalf of the City a three-year contract with Christner for professional landscape architecture and tree preservation services in substantial conformity with the contract and terms shown on Exhibit A attached hereto and incorporated herein by this reference. The City Manager and other appropriate City officials are hereby authorized to execute the Agreement and such additional documents and take any and all actions necessary, desirable, convenient, or prudent in order to carry out the intent of this legislation.

Section 2. This Ordinance shall be in full force and effect both from and after its passage by the Board of Aldermen.

Passed this 14th day of March 2023.

Mayor

ATTEST:

City Clerk



City Manager
10 N. Bemiston Avenue
Clayton, MO 63105

CONTRACT FOR LANDSCAPE ARCHITECTURE CONSULTING SERVICES

The City of Clayton, Missouri, ("CITY") has selected Christner Inc., ("CONSULTANT"), to perform professional services to assist City staff with Landscape Plan Reviews, Site Inspections, and the development and adoption of a Tree Preservation and Landscaping Standards, as required.

CITY and CONSULTANT hereby agree as follows:

ARTICLE 1 – SCOPE OF SERVICES – Site Plan Review

The following is a scope of services for the **Site Plan Review related to landscaping**:

- A) One digital plan set is emailed to the CONSULTANT by the CITY. The CONSULTANT will complete a review and summarize findings and recommendations into a concise written report, to be emailed to planning staff.
 - 1. Initial (first) reviews of a project shall be completed by the CONSULTANT and returned to the CITY via email within two-weeks.
 - 2. Subsequent reviews or reviews of revised plans shall be completed by the CONSULTANT and returned to the CITY via email within one-week.
 - 3. An extension to the review timeline may be granted at the discretion of the CITY.
- B) The CONSULTANT'S comments will include review of the landscape plan for completeness and compliance with all applicable standards and regulation pertaining to landscaping, including but not limited to, tree preservation, appropriateness of plant material to the site, conflicts with proposed site improvements, an evaluation of the condition, size, and species of existing trees and incorporation of sustainable site features, as appropriate.
- C) The CONSULTANT will perform a site visit of the subject property to visually verify conditions shown on the plans as it relates to the landscape review components listed in this Article.
- D) The CONSULTANT will also recommend changes in landscaping design to provide a better plan when needed.
- E) The CONSULTANT will prepare written recommendation(s) listing actions necessary for the applicant to obtain approval. Supportive information and analysis are to be attached if necessary.
- F) The CONSULTANT will attend meetings with staff, when necessary, to provide additional project recommendations.
- G) The CONSULTANT may be requested to attend public meetings, as necessary, to present and substantiate recommendations for proposed landscape plans.

ARTICLE 2- SCOPE OF SERVICES – Land Use Code Amendments, Tree Preservation and Landscaping Standards

From time to time the CITY may propose amendments to the existing Land Use Code related to landscaping, including modifying or adopting tree preservation and landscaping standards. At the

request of the CITY, the CONSULTANT may be engaged to provide technical assistance with the development of regulations pertaining to tree preservation and landscaping. This assistance may also include providing consultation during the process of adopting these regulations by presenting information and answering questions at public meetings; assisting in the incorporation of comments and concerns of public officials; attending public hearings during the adoption process.

The specific scope of services will be outlined and agreed upon in writing via a separate contract, by both parties.

ARTICLE 3- SCOPE OF SERVICES – Site Inspections

- A) At the request of City staff, the CONSULTANT will perform site inspections to evaluate compliance with approved plans related to the following:
1. Tree preservation and protection
 2. Low Impact Development (LID) and/or storm water facilities (rain gardens)
 3. Post-construction assessment of condition of new plant material

ARTICLE 4 - FEES AND PAYMENT

- A) For the services described in **Article 1** - Scope of Services, the CITY will pay, and the CONSULTANT will accept as full compensation of actual costs of services as described in the Scope of Services, the following hourly rates:
1. Professional 5 (Jonathan Ryan) \$165 per hour
 2. Professional 5 (Steven Wheeler) \$165 per hour
- B) The total amount is not to exceed, \$750 dollars per Plan Review. Invoices will reflect the actual hours and billing rates for personnel completing the work up to \$750 dollars per review except as follows:
1. The fee for the review of large-scale projects, as determined by the Director of Planning and Development Services, which require additional reviews and considerations, may be negotiated to exceed the aforementioned maximum fee, subject to the approval of the Director of Planning and Development Services;
 2. As described in Article 1 above, services for items (E) and (F) will be billed at the rates listed in Article 4 (A). Subject to prior authorization by the Director of Planning and Development Services.
 3. Additionally, for the services described in **Article 2** and **Article 3** - Scope of Services, the CITY will pay, and the CONSULTANT will accept as full compensation of actual costs of services as described in the Scope of Services, an amount based on the hourly rates listed in Article 4 (A).
- C) Payments for services rendered shall be made monthly upon submission of a detailed invoice, in form reasonably satisfactory to the CITY representative (as defined in Article 16 below) for work performed during the previous month itemized by project. The CITY will make payments not later than thirty (30) days after receipt of acceptable invoices with appropriate documentation.
- D) The associated fees subject to this agreement are effective for three years from the date of approval. Rates are subject to an annual review.
- E) Reimbursable Project Expenses shall be paid according to the following schedule and hereby made part of this Contract. Listed rates will be updated once per year to reflect for the next City Fiscal Year.

24x36" Black line or Xerox Print	\$.08/sf
30x42" Blackline or Xerox Print	\$.08/sf
Oversize Color prints	\$.12/sf
Color photo paper	\$.20/sf

8.5x11" Black and White Xerox copies	\$.08
11x17" Black and White Xerox copies	\$.16
8.5x11" Color copies	\$.24
11x17" Color copies	\$.48
Long Distance Phone Calls	Cost Plus 10%
Local Courier - In-house/Outside	Cost Plus 10%
Mail Service	Cost Plus 10%
Overnight Shipping	Cost Plus 10%
Outside Reproduction and Printing	Cost Plus 10%

ARTICLE 5 - SUBCONTRACTING

No part of the services to be performed by CONSULTANT hereunder shall be subcontracted without the prior written consent of the CITY. The subcontracting of the work shall in no way relieve the CONSULTANT of the CONSULTANT's primary responsibility for the quality and performance of the work. The CONSULTANT shall assure that any subcontractor, as provided for herein, is in full compliance with all laws, rules, regulations, ordinances, provisions of this Agreement, and, without limiting the generality of the foregoing, compliance with all federal laws applicable to contracts of this type.

ARTICLE 6 - RESPONSIBILITY OF CONSULTANT

Documents shall be prepared in accordance with the general instructions provided by the City Representative.

The CONSULTANT shall perform its services in accordance with the degree of skill and care exercised by practicing design professionals performing similar services under similar conditions. CONSULTANT makes no other representations and no warranties, whether express or implied, with respect to its services hereunder.

The CONSULTANT shall be responsible for the professional quality, technical quality, and the coordination of all professional services furnished under this contract. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies.

The CONSULTANT shall defend suits or claims for infringement of any copyright or patent rights arising out of use or adoption of any document furnished by the CONSULTANT and shall indemnify the CITY or other agency of government from loss or damage on account thereof.

Neither the CITY's review, approval, or acceptance of, nor payment for, any of the services required under this agreement shall be construed to operate as a waiver of any rights under this agreement or any cause of action arising out of the performance of this contract, and the CONSULTANT shall be and remain liable to the CITY in accordance with applicable City codes and Ordinances and State and Federal laws for all damages to the CITY to the extent caused by the CONSULTANT's negligent performance of any of the services furnished under this agreement.

CONSULTANT shall not be responsible for any delay in or failure to perform or for any loss, penalty, damage or delay caused in whole or in part by wars, riots, strikes, labor conditions or restrictions, sabotage, accidents, weather conditions, fire, Acts of God, governmental decrees, rules practices, actions or order, the act or neglect of the client or by any other cause beyond the control of CONSULTANT.

CONSULTANT shall not be held responsible for any delays in completion due to unreasonable delay by the CITY in giving the necessary approvals or direction.

ARTICLE 7 - TIME OF COMPLETION

A) Tree Preservation and Landscaping Regulations: On an as needed basis.

B) Landscape Plan Review: On an as needed basis.

ARTICLE 8 - INFORMATION BY THE CITY

The CITY will provide, upon request, available information of record to the CONSULTANT. The CITY will not be responsible for the accuracy of the information provided. The CONSULTANT may rely on the accuracy of the information provided to the extent a practicing design professional performing similar services would reasonably do so.

The CITY will provide representatives to attend meetings with interested property owners and public utilities, upon request of the CONSULTANT.

ARTICLE 9 - INSURANCE REQUIREMENTS

The CONSULTANT shall procure and maintain during the life of this agreement insurance of the types and minimum amounts as follows:

Workers' Compensation and Employer's Liability	
Worker's Compensation	To meet all requirements of Missouri Law
Employer Liability	\$2,900,000
Automobile Liability, Bodily Injury and Property Damage	
<i>Each occurrence</i>	\$2,900,000
<i>Aggregate</i>	\$2,900,000
Professional Liability	
<i>Each claim</i>	\$2,900,000
<i>Aggregate</i>	\$2,900,000

The Comprehensive General Liability policy shall be endorsed to cover the liability assumed by the CONSULTANT hereunder. To the extent permitted by law, the CONSULTANT shall name the CITY as an additional insured on all insurance policies, excluding workers compensation and professional liability, required by the AGREEMENT. Said insurance shall be written by a company or companies licensed to do business in the State of Missouri and satisfactory to the City Representative.

Certificates evidencing such insurance shall be furnished the CITY prior to CONSULTANT commencing the work. The insurance evidenced by the certificate shall indicate that it will not be canceled or altered, except that it may be canceled or altered upon twenty days prior written notice thereof to the CITY. The certificate(s) must state the CITY as an additional insured on those policies applicable.

ARTICLE 10 - INDEMNIFICATION

The CONSULTANT shall indemnify and save harmless the CITY against injury, loss or damage and costs and expenses (including reasonable attorney fees) suffered or incurred by the CITY for personal

injuries including death, or property damages sustained, to the extent caused by negligent acts, errors or omissions or the willful misconduct of the CONSULTANT, any subcontractors of CONSULTANT their respective agents, employees or contractors arising out of the Work of this Contract.

ARTICLE 11 - CANCELLATION OF AGREEMENT

This Agreement may be terminated by the CITY at any time, with or without cause, effective upon delivery of Notice thereof to the CONSULTANT.

Should the Agreement be so terminated, all drawings and documents in connection with the project shall become the property of the CITY who shall, in that event, make reasonable allowance for expenses incurred and services satisfactorily performed by the CONSULTANT to the date of termination.

ARTICLE 12 - OWNERSHIP OF DOCUMENTS

All original documents, studies, or graphic material, drawings, photographs, or plans prepared by the CONSULTANT for the project shall be deemed the property of the CITY and the CITY shall be entitled to physical possession of said documents whether complete or in progress.

A record copy of all original written instruments and/or drawings created by the CONSULTANT in accordance with the contract shall be retained by the CONSULTANT. Any unauthorized alteration of the information provided by the CONSULTANT except as provided for in this contract shall deem the CONSULTANT not responsible for any said alterations and changes.

ARTICLE 13 - DECISIONS UNDER THIS AGREEMENT

The City Representative will determine the acceptability of the drawings, specifications, and estimates to be furnished, and will decide all questions that may arise relative to the proper performance of this contract, and his decision shall be final and conclusive.

ARTICLE 14 - SUCCESSORS AND ASSIGNS

The CITY and the CONSULTANT agree that this contract and all contracts entered into under the provisions of this contract shall be binding upon the parties hereto and their successors and assigns.

ARTICLE 15 - CHANGES

The CITY may make changes within the general scope of services of the Agreement. However, no changes will be made in the Scope of Service, the Time of Performance, the fees to be paid or other provisions which may affect the cost of the project without prior written order of the CITY and the execution of a suitable Amendment to this Agreement. Neither the CITY staff nor the CONSULTANT may authorize any substantive change in this Agreement by oral or other directions intended to substitute for a written contract Amendment.

This AGREEMENT may be amended or supplemented only by an instrument in writing executed by the parties hereto.

ARTICLE 16 - CITY REPRESENTATIVE

For purposes of this Agreement, the City Representative will be the Director of Planning and Development Services of the CITY. The City Manager, in his sole discretion, may designate another City Representative from time to time. In such event, CONSULTANT shall be notified by the CITY, in writing.

ARTICLE 17 - NOTICE

Any notice required or permitted to be delivered under this Agreement shall be in writing and shall be deemed to have been delivered on the earliest to occur of (a) actual receipt; or (b) three business days after having been deposited with the U.S. Postal Service, postage prepaid, certified mail, return receipt requested; or (c) one business day after having been deposited with a reputable overnight express mail service that provides tracking and proof of receipt of items mailed. All notices shall be addressed to the parties at the addresses set forth as follows:

CONSULTANT: Christner Architects
621 N Skinker Blvd, Suite 220
St. Louis, MO 63130
Attn: Jonathan Ryan, Landscape Architecture Discipline Leader

CITY: City of Clayton
10 N. Bemiston Ave.
Clayton, MO 63105
Attn: Anna Krane, Director of Planning & Development Services

ARTICLE 18 - CHOICE OF LAW & VENUE

This Agreement, and all work and other activities governed hereby, shall be governed by the laws of the State of Missouri. The parties agree that venue for any litigation arising out of or relating to this agreement shall be solely in the Circuit Court of St. Louis County and the parties agree to submit to the jurisdiction of that court.

ARTICLE 19 - CONFLICTS

In the event of any conflict or discrepancy between the terms of this Agreement and those set forth in other documents, it is expressly understood and agreed that the terms and provisions of this Agreement shall govern.

ARTICLE 20 - SEVERABILITY

If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable. In such event, this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect, and shall not be affected by the illegal, invalid or unenforceable provision.

ARTICLE 21 – CONSTRUCTION MEANS AND METHODS

CONSULTANT shall not be responsible for the means and methods of construction, job site safety, or appropriateness of installation methods undertaken on any property within the City of Clayton by the CITY, developer and or contractor hired to perform services related to this contract.

ARTICLE 22 – HAZARDOUS WASTE

CONSULTANT shall not be responsible for determining and marking underground utilities or any other items which may exist below ground and which may interfere with progression of this contract.

IN WITNESS WHEREOF, the duly authorized parties hereto have set their hands and seals as of the day and year first above written.

ARTICLE 23

CONSULTANT will comply with and satisfy the requirements of Sec. 285.530.2, RSMo. Supp. 2008, which requires as a condition for the award of any contract or grant in excess of five thousand dollars by any political subdivision of the State of Missouri to a business entity, that the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted service, and requires every such business entity to also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

CITY OF CLAYTON

Signature

David Gipson, City Manager

ATTEST:

June Frazier, City Clerk

(SEAL)

CHRISTNER ARCHITECTS

Signature

Shanna Wiechel, Principal in Charge

ATTEST:

(SEAL)



City Manager
10 N. Bemiston Avenue
Clayton, MO 63105

REQUEST FOR BOARD ACTION

TO: MAYOR HARRIS; BOARD OF ALDERMEN
FROM: DAVID GIPSON, CITY MANAGER
TONI SIERING, DIRECTOR OF PARKS & RECREATION
DATE: MARCH 14, 2023
SUBJECT: ORDINANCE – A CONTRACT WITH BYRNE AND JONES CONSTRUCTION
FOR CONSTRUCTION OF A POCKET PARK AT 7811 MARYLAND AVENUE

In 2018, the City of Clayton acquired land at 7811 Maryland Avenue with the intent to create an urban park in Downtown Clayton. The conceptual design for this park was approved in 2019 and, since that time, the Clayton Community Foundation (CCF) has been raising funds to help pay for this project. The City of Clayton was also awarded a Municipal Park Grant in the amount \$225,000 for the new park on Maryland Ave in 2021. A Request for Bids for construction of the park was issued in March 2022 and, although minor changes were made to the scope of the project to reduce the cost, the bids still came in over budget, with the lowest bid at \$454,889.

To move this project forward and with the approval of the Board of Aldermen, City staff applied for additional Municipal Park Grant funding for the new park. Staff were notified in October 2022 that added funding had been received and the total grant funding for the park at 7811 Maryland Avenue was awarded in the amount of \$455,000. During this time, the Clayton Community Foundation continued its fundraising efforts and has currently raised over \$123,000 for this project, bringing the total funding available for the new park to \$578,000.

On January 31, the City issued a Request for Bids for the pocket park at 7811 Maryland Avenue. Three sealed bids were received and opened on February 28, 2023; Byrne and Jones Construction bid \$512,300, Integra, Inc. bid \$546,484 and C. Rallo Construction Company bid \$708,930. As Byrne and Jones Construction submitted the low bid on this project, they have been selected to be awarded the contract for this work.

The Department of Parks and Recreation is requesting approval of the contract for \$526,400, plus a \$26,300 contingency which equates to 5% of the project cost. This contract price includes the bid alternate of \$14,100 to replace the concrete paving at the center walk with paver stones, which was included in the original design. Staff believes that it is important to complete this new pocket park (the twelfth park in Clayton) and that the bid alternate restores the design to its original scope, while remaining under the total amount of funding available.

Should the contract be approved, staff will work with Bryne and Jones to schedule work as soon as possible. Because this is a smaller project, our hope is that it can be completed by early summer.

Recommendation: To approve the ordinance executing a contract with Bryne and Jones Construction in the amount of \$526,400, plus a \$26,300 contingency to construct a park at 7811 Maryland Avenue.

BILL NO. 6960

ORDINANCE NO. ____

AN ORDINANCE APPROVING A CONTRACT WITH BYRNE AND JONES CONSTRUCTION FOR CONSTRUCTION OF A POCKET PARK AT 7811 MARYLAND AVENUE

WHEREAS, the Board of Aldermen believes that construction of a new park at 7811 Maryland Avenue will enhance the leisure and recreation program offered to our residents by the City of Clayton; and

WHEREAS, the park system and enhancements to this system are critical in sustaining the quality of life expected in the City; and

WHEREAS, upon request and advertisement for bids, Byrne and Jones Construction was found to be the lowest responsive bidder for the Park on Maryland Avenue project;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF CLAYTON AS FOLLOWS:

Section 1. The Board of Aldermen approves on behalf of the City a Contract with Byrne and Jones Construction in the amount of \$526,400 for a new park at 7811 Maryland Avenue in substantial conformity with the terms shown on Exhibit A attached hereto and incorporated herein by this reference as if set out here in full, and change orders approved by the Director of Parks & Recreation in a cumulative amount not to exceed \$26,300, together with such document changes as shall be approved by the officers of the City executing same which are consistent with the provisions and intent of this legislation and necessary, desirable, convenient or proper in order to carry out the matters herein authorized. The Mayor, City Manager and other appropriate City officials are hereby authorized to execute the Agreement and such additional documents and take any and all actions necessary, desirable, convenient, or prudent in order to carry out the intent of this legislation.

Section 2. This Ordinance shall be in full force and effect from and after its passage by the Board of Aldermen.

Passed this 14th day of March 2023

Mayor

ATTEST:

City Clerk

CITY-CONTRACTOR AGREEMENT

This Agreement is made and entered into the ____ day of March 2023, by and between the City of Clayton, Missouri (hereinafter the "City") and Byrne and Jones Construction, a corporation with offices located at 13940 St. Charles Rock Rd., St. Louis, MO 63044, (hereafter the "Contractor"). The project shall be identified as the Project 2023.PK.64.101 – Maryland Avenue Park Construction Project.

WITNESSETH:

The Contractor and the City for the consideration set forth herein agree as follows:

ARTICLE I**The Contract Documents**

The Contract Documents consist of the Invitation for Bids and Bid Specifications previously issued by the City for the work and Contractor's submission in response thereto, the General Conditions of City-Contractor Agreement, Non-Collusion Affidavit, Performance and Payment Bonds, Drawings, Specifications, the Construction Schedule, Drawings and all Addenda and all Modifications issued after execution of this Contract, which together with this Agreement form the Contract, and are all as fully made a part of the Contract as if attached to this Agreement or repeated herein. All definitions set forth in the General Conditions of City-Contractor Agreement are applicable to this contract. This Contract cannot be modified except by duly authorized and executed written amendment.

ARTICLE II**Scope of Work**

The Contractor, acting as an independent contractor, shall do everything required by the Contract Documents. Contractor represents and warrants that Contractor has special skills which qualify Contractor to perform the Work in accordance with the Contract and that Contractor is free to perform all such Work and is not a party to any other agreement, written or oral, the performance of which would prevent or interfere with the performance, in whole or in part, of the Work. The Scope of Work includes those items referenced in ARTICLE XII and further detailed in the Job Special Provisions and Project Drawings.

ARTICLE III**Time of Completion**

The Work to be performed under this Contract shall be completed in accordance with the time limits set forth in the schedule as established in cooperation with the selected contractor as well as the Director of Parks & Recreation. This contract will be valid for up to two years from date of execution.

ARTICLE IV**The Contract Sum and Payments**

Based upon Applications for Payment and an Invoice duly delivered by the Contractor to the City by the twentieth day of the month for work performed, in accordance with the Contract, the City shall pay the Consultant for the performance of the Work, the sum of Five Hundred Twenty Six Thousand Four Hundred dollars (\$526,400.00) (the "Contract Sum") as follows:

(a) On or about the tenth day of each following month, ninety-five percent (95%) of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated into the Work, and ninety-five percent (95%) of the portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site to be incorporated into the Work, through the period ending up to the twentieth of the preceding month, less the aggregate of all previous progress payments;

b) Within thirty (30) days of substantial completion of the Work, a sum sufficient to increase the total payments to ninety percent (95%) of the Contract Sum; and

(c) Final payment within thirty (30) days after the Work is certified by the City as fully completed and accepted by the City including any required documentation.

(d) The foregoing schedule shall not apply if contrary to federal funding requirements or unless funds from a state grant are not timely received.

(e) Estimates of work performed and materials delivered shall be finally determined by the City.

(f) The foregoing retainage amounts are agreed to be required to ensure performance of the Contract.

(g) Payment shall be deemed made when mailed or personally delivered, whichever is earlier.

ARTICLE V**Performance of the Work**

(a) Within fourteen (14) calendar days after being awarded the Agreement, the Consultant shall submit for the City's approval a Construction Schedule in a bar chart format which shall indicate the dates for starting and completing the various stages of work.

(b) Services as defined in the Scope of Work shall govern the frequency and standards for performance of the work.

(c) After Commencement of the Work, and until final completion of the Work, the Contractor shall report to the City as such intervals as the City may reasonably direct, the actual progress of the work compared to the Schedule. If the Contractor falls behind the Schedule for services for any reason for which the Contractor is responsible, the Contractor shall promptly take such action as is necessary to remedy the delay. Any increase in cost incurred in remedying a delay which is not excusable under Article VI hereof shall be borne by the Contractor.

(d) Completion of the Work in accordance with the time limits set forth in the Construction Schedule is an essential condition of this Contract. If the Contractor fails to complete the Work in accordance with the Construction Schedule, unless the delay is excusable under the provisions of Article VI hereof, the Contractor shall pay the City as liquidated damages and not as a penalty, the sum of **\$ 1,000.00** for each calendar day the Contractor fails to comply with the Construction Schedule. The total amount so payable to the City as liquidated damages may be deducted from any sums due or to become due to Contractor from City.

(e) Contractor will comply and satisfy the requirements of Sec. 285.530.2, RSMo. Supp. 2008, which requires as a condition for the award of any contract or grant in excess of five thousand dollars by any political subdivision of the State of Missouri to a business entity, that the

business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted service, and requires every such business entity to also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

ARTICLE VI

Delays Beyond Contractor's Control

(a) If the Contractor fails to complete the Work in accordance with the Construction Schedule solely as a result of the act or neglect of the City, or by strikes, lockouts, fire or other similar causes beyond the Contractor's control, the Contractor shall not be required to pay liquidated damages to the City pursuant to paragraph (b) of Article V hereof, provided the Contractor uses his best efforts to remedy the delay in the manner specified in paragraph (c) of Article V hereof. If, as a result of any such cause beyond the Contractor's control, the delay in completion of the Work in accordance with the Construction Schedule is so great that it cannot be remedied in the aforesaid manner, or if the backlog of Work is so great that it cannot be remedied without incurring additional cost which the City does not authorize, then the time of completion and the Construction Schedule shall be extended pursuant to a Change Order for the minimum period of delay occasioned by such cause. The period of delay and extension shall be determined by the City.

(b) Notwithstanding the foregoing paragraph (a), no extension of time or other relief shall be granted for any delay the cause of which occurs more than seven (7) days before claim therefore is made in writing by the Contractor to the City, and no extension of time shall be granted

if the Contractor could have avoided the need for such extension by the exercise of reasonable care and foresight. In the case of a continuing cause of delay, only one claim is necessary.

(c) Weather shall constitute a cause for granting an extension of time.

(d) In the event a delay is caused by the City, the Contractor's sole remedy shall consist of his rights under this Article VI.

ARTICLE VII

Changes in the Work

(a) The City may make changes within the general scope of the Agreement by altering, adding to or deducting from the Work, the Contract Sum being adjusted accordingly. All such changes in the Work shall be executed under the General Conditions of the Contract. No extra work or change shall be made except pursuant to a Change Order from the

(b) If the requested change would result in a delay in the Schedule, the provisions of paragraph (c) of Article V and of Article VI hereof shall apply. If the requested change would result in a decrease in the time required to perform the Work, the completion date and the Schedule shall be adjusted by agreement between the parties to reflect such decrease.

(c) Any adjustment in the Contract Sum for duly authorized extra work or change in the Work shall be determined based on the unit prices previously specified; to the extent such unit prices are applicable. To the extent such unit prices are not applicable, the adjustment in the Contract Sum shall, at the option of the City, be determined by an acceptable sum properly itemized and supported by sufficient substantiating data to permit evaluation, or by an acceptable cost-plus percentage or fixed fee.

d) Contractor will comply and satisfy the requirements of Sec. 285.530.2, RSMo. Supp. 2008, which requires as a condition for the award of any contract or grant in excess of five thousand dollars by any political subdivision of the State of Missouri to a business entity, that the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted service, and requires every such business entity to also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

ARTICLE VIII

Termination

(a) If the Contractor is adjudged insolvent or bankrupt, or if the Contractor makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the Contractor's insolvency, or if the Contractor fails, except in cases for which extension of time is provided, to make progress in accordance with the Schedule, or if the Contractor persistently disregards laws, ordinances or the instructions of the City, or otherwise breaches any provision of the Contract, the City may, without prejudice to any other right or remedy, by giving written notice to the Contractor, terminate the Contract.

(b) Performance of the Work hereunder may be terminated by the City by giving three (3) days prior written notice to the Contractor. In the event of termination, under this paragraph (b) the Contract Sum shall be reduced by the percentage of work not completed on the date of termination.

ARTICLE IX**Indemnities**

(a) **Liability:** To the greatest extent permitted by Statute, Contractor indemnifies, defends, and holds the City harmless for all third-party claims or suits for libel, slander, property damage, and bodily injury, including death, because of the Contractor's negligence, or anyone directly or indirectly employed by the Contractor. These obligations include all judgments or awards recovered from the claims or suits, including court costs and attorney fees.

(b) **Professional Liability:** To the greatest extent permitted by Statute, Contractor indemnifies and holds the City harmless for all third-party claims or suits for damages, including consequential or economic damages, to the extent caused by the negligent acts, errors or omissions of the Contractor, its subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in performing professional services under this Agreement. These obligations include all judgments or awards recovered from the claims or suits, including court costs and attorney fees.

(c) **Other Indemnities:** To the greatest extent permitted by Statute, Contractor indemnifies, defends, and holds the City harmless for all third-party claims or suits for fines, penalties, liquidated damages or any other damages of whatsoever nature to the extent caused by the negligence or wrongdoing of the Contractor, its subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. These obligations include all judgments or awards recovered from the claims or suits, including courts costs and attorney fees.

(d) Contractor agrees that its indemnity obligations set forth in this Article will not be affected in any way by any limitation on the amount or type of damages, compensation, or benefits

payable by or for the City, the Contractor, or any of the subcontractors under workers' compensation acts, employer's liability insurance, or other employee benefit acts.

ARTICLE X

Insurance

(a) Except to the extent set forth in Section (b) of this Article, the Contractor will purchase and maintain the following insurance to cover its operations under this Agreement without limiting the liability of the Contractor under this Agreement. This insurance will be provided by insurance companies acceptable to the City and licensed to do business in each jurisdiction where the Work is performed.

1. Workers' Compensation Insurance in full compliance with workers' compensation laws of the State of Missouri together with Employer's Liability Coverage with minimum limits of liability in the amount of \$3,000,000.00 for each accident and each disease.

2. Commercial Automobile Liability Insurance under Form CA 00 01, covering all owned hired, and non-owned vehicles, with minimum combined single limits of liability of \$3,000,000 for each accident.

3. Commercial General Liability Insurance, and, if necessary, excess liability insurance on a "true following-form" basis, all of which is written on an occurrence basis, with the following minimum limits of liability:

General Aggregate	\$3,000,000.00
Products/completed operations aggregate	\$3,000,000.00
Each occurrence	\$3,000,000.00

Fire damage legal liability	\$3,000,000.00
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Medical expenses	\$ 5,000.00
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4. Professional Liability Insurance with minimum limits of liability of \$3,000,000.00 each claim, \$3,000,000.00 aggregate.

5. Owner's and Contractor's Protective Liability Policy, including Death \$3,000,000.00 each occurrence; Property Damage \$3,000,000.00 each occurrence, \$3,000,000.00 aggregate.

(b) The Commercial General Liability and the Commercial Automobile Liability Insurance coverages and their respective limits set forth in Section (a) of this Article are being explicitly required and obtained to insure the indemnity obligations set forth in Section (a) of Article X to meet the requirements of 434.100.2(8) R.S.Mo. The parties further acknowledge that the cost of these insurance coverages is included in the Contract Price and that the limits and coverages afforded by them is the Contractor's total aggregate liability under the indemnity obligations set forth in Section (a) of Article X.

(c) Contractor's Commercial Automobile Liability, Commercial General Liability, and Professional Liability policies – and any excess policies necessary to meet the required limits – will include contractual liability coverage. The City will be named as an additional insured on the Contractor's Commercial General Liability policy by using ISO Additional Insured Endorsement (Form B), CG 20 10 11 85. The Commercial General Liability, Commercial Automobile Liability and required excess policies will include a severability or cross-liability clause and such insurance will be endorsed to make such insurance primary with respect to any applicable insurance maintained by the City. The Contractor's Workers' Compensation and Employer's Liability policy will include the Owner as an alternate employer by using ISO Alternate Employer WC 00 03 01A.

(d) Contractor waives any rights of subrogation under its Professional Liability Insurance policy for the City's benefit and is doing so before commencing any of the Work.

(e) Contractor will furnish an insurance certificate to City evidencing that it has met the insurance requirements of this Article, including attaching the requisite additional insured, primary and alternate employer endorsements. These documents must be provided before beginning the Work and upon each renewal of the coverage during the performance of the Work. The certificate will provide that thirty-day written notice will be given to City before any policy is canceled. Contractor will give written notice to City as soon as it receives written notice of cancellation from any of its insurance carriers. The certificate of insurance must clearly designate the name of the Project.

ARTICLE XI

The Work

The Scope of Work for this contract includes furnishing all labor and material required to complete the project as specified in the plan documents. This includes, but is not limited to, coordination with utility companies for installation of new water service and electrical service. Utility coordination also includes removal of utility pole and meter pedestal identified on demolition plan. The work also includes erosion control measures necessary to protect sidewalks and roadways, grading of the site, and haul off excess fill material. Site improvements in the scope of work include replacing concrete curb and sidewalk, concrete installation, decomposed granite paving, concrete and brick retaining walls, concrete seat walls with wooden seat tops, storm drainage utilities, lighting, and electrical work. Also included in the scope are installation of a green wall system identified in the plans and details, landscape plantings, water feature and irrigation. Bid alternate will be included as follows: Replace Concrete Pavement at Center Walk with Keystone Hardscape, Verona 6" x 18"/80MM Pavers.

ARTICLE XII

Notices

Any notice hereunder shall be personally delivered or mailed, postage prepaid, by certified mail, return receipt requested addressed to:

City of Clayton Department of Parks & Recreation

50 Gay Avenue

Clayton, Missouri 63105

Attention: Toni Siring

or to Contractor at:

*In making out this form the proper name and title should be used. For example, if the Contractor is a corporation and this form is to be executed by its president, the words President should be used under Title. Attestation should be done by the Secretary of the Corporation.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

CITY OF CLAYTON

By: _____
City Manager

(SEAL)

Attest:

City Clerk

DATE: _____

By: _____
Contractor

Title

(SEAL)

Attest:

DATE: _____

FORM OF CONTRACT PERFORMANCE - PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____, as Principal of _____, State of _____ and _____ a corporation organized and existing under and by virtue of the laws of the State of _____, and regularly authorized to do business in the State of Missouri, as Surety, are held and firmly bound unto the City of Clayton, Missouri, hereinafter called the "City," in the penal sum of _____ Dollars (\$_____) lawful money of the United States, well and truly to be paid unto the said City for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by written agreement dated _____, entered into a Contract with the City for the construction of the Work designated as _____ located at _____ in the State of Missouri, in accordance with the Contract, which Contract is by this reference made a part hereof, and is hereinafter referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall faithfully perform the Contract on its part, and satisfy all claims and demands incurred by the Principal in the performance of the Contract, and shall fully indemnify and save harmless the City from all cost and damage which the City may suffer by reason of the failure of the Principal to do so, and shall fully reimburse and repay to the City all costs, damages, and expenses which the City may incur in making good any default by the Principal including, but not limited to, any default based upon the failure of the Principal to fulfill its obligation to furnish maintenance, repairs or replacements for any period of time after the Work is completed as provided for in the Contract, and shall for use in the prosecution of the Work required by the Contract whether by Subcontract or otherwise, and shall pay all valid claims and demands whatsoever, and shall defend, indemnify and hold harmless the City and its agents against loss or expense from bodily injury, including death, or damage or destruction of property, including loss of use resulting there from, arising out of or resulting from the performance of the work, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

The City may sue on this Bond, and any person furnishing material or performing labor, either as an individual or as a Subcontractor shall have the right to sue on this Bond in the name of the City for his use and benefit, all in accordance with the provisions of MO. Rev. Stat SS 522.300, and any amendments thereto.

Whenever Principal shall be in default under the Contract, the Surety shall promptly remedy the default, or shall promptly, (1) complete the Contract in accordance with its terms and conditions, or (2) obtain bids for completing the Contract in accordance with its terms and conditions, and upon determination by the City of the lowest responsible bidder, arrange for a Contract between the City and such bidder, and made available as the Work progresses sufficient funds to pay the costs of completion, not exceeding the amount of this Bond.

It is hereby stipulated and agreed that any suit based upon any default of the Principal in fulfilling his obligation to furnish maintenance, repairs or replacements for any period of time after the Work is completed as provided for in the Contract, may be brought at any time up to one year

after the expiration of the time specified in the Contract during which the Contractor has agreed to furnish such maintenance or make such repairs or replacements.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications.

Signed and sealed this ____ day of _____, 2023.

In the presence of:

_____ (SEAL)

By: _____

_____ (SEAL)

By: _____



City Manager
10 N. Bemiston Avenue
Clayton, MO 63105

REQUEST FOR BOARD ACTION

TO: MAYOR HARRIS; BOARD OF ALDERMEN
FROM: DAVID GIPSON, CITY MANAGER
DATE: MARCH 14, 2023
SUBJECT: RECOMMENDATIONS FROM THE CLAYTON COMMUNITY EQUITY COMMISSION

The Clayton Community Equity Commission (CEC) has a subcommittee that discusses law enforcement and municipal courts. The subcommittee submitted recommendations to the entire CEC for consideration in January of 2023. On February 9, 2023, the CEC unanimously approved transmittal of the following recommendations to the Board of Aldermen for consideration:

1. We recommend that principles of equity and transparency, consistent with the Ferguson reforms, be imbedded in the selection of Clayton's judge.
2. We recommend that a member of this CEC be included in the selection committee to assist in the evaluation of applicants.

The current selection process for the municipal judge is attached for reference.

Staff recommends that the Board of Aldermen consider the CEC recommendations.

RESOLUTION NO. 2022-05

A RESOLUTION ADOPTING A SELECTION PROCESS FOR MUNICIPAL JUDGE

WHEREAS, the City of Clayton, Missouri Charter states that the municipal court shall be presided over by a Judge appointed by the Board of Aldermen for a term of two years.; and

WHEREAS, the Board of Aldermen desires to adopt a standard set of procedures for the selection of the Municipal Judge; and

WHEREAS, the Board of Aldermen has reviewed and considered recommendations from the Clayton Community Equity Commission relative to the selection process; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF CLAYTON, MISSOURI, AS FOLLOWS:

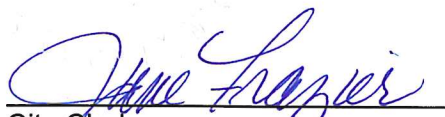
- Section 1. A 3-member panel will be appointed by the Board of Aldermen and Mayor to interview judge candidates and make its reasoned recommendation(s) to the Board of Aldermen and Mayor. A transcript of the interviews, RFQ submittals, and panel recommendations shall be submitted to the Board of Aldermen for review prior to formal selection.
- Section 2. The interview panel shall be comprised of an elected official and 2 others who have no direct or indirect conflicts of interest and a demonstrated interest in equity issues (lawyers preferred but not required), such as public law interest, administration of justice, pro bono, non-profit or similar experience. In sum, the panel members should have some expertise in criminal justice with an equity lens.
- Section 3. The attached Request for Qualifications (RFQ) shall be utilized to solicit applications for the Municipal Judge position.
- Section 4. The Board of Aldermen hereby adopts the selection process for Municipal Judge.
- Section 5. This Resolution shall be in full force and effect both from and after its passage by the Board of Aldermen.

Passed by the Board of Aldermen this 25th day of January 2022.



Mayor

Attest:



City Clerk

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**CITY OF CLAYTON
MUNICIPAL JUDGE
REQUEST FOR QUALIFICATIONS (RFQ)**

INTRODUCTION: The City of Clayton (City) is seeking a Municipal Judge to provide judicial services. Attorneys are invited to submit qualifications and proposals for the provision of these services. In order to be considered, proposals must address each of the concerns requested in this document.

BACKGROUND: The mission of Clayton city government is to foster a diverse and inclusive community with a vital balance of neighborhoods, businesses, commercial and government centers, educational institutions, and a healthy environment through an open, equitable, accessible and fiscally responsible government.

The City of Clayton Municipal Court averages 5 Alcohol and Drug related cases, 148 Traffic cases and 28 Non-Traffic cases per month.

Schedule:

1st and 3rd Wednesday of each month – 6:00 p.m. (Municipal Court)

2nd Thursday of each month – 9:00 a.m. (Housing Court)

Submission Deadline: All proposals must be received no later than 3:00 p.m., [INSERT DATE].

Per the City's Charter, Article VI, Section 2:

The municipal court shall be presided over by a judge appointed by the board of aldermen for a term of two years. He shall be a resident and elector of the city, a licensed member of the bar of this state, and shall have been in active practice for at least three years. He shall be removable for cause at any time by a majority vote of the entire board of aldermen after a public hearing before the board. He shall receive compensation as determined by ordinance. Whenever the municipal judge is temporarily absent or unable to act, the mayor shall appoint an eligible person to act during such absence or disability. Whenever the office of municipal judge becomes vacant for any reason, the board of aldermen shall appoint an eligible person for the unexpired term.

REQUESTED INFORMATION: Individuals interested in the opportunity to work with the City will provide the following information:

1. Name and contact information, including e-mail and website address(es).
2. Affirm the City of Clayton residency.
3. Summary of qualifications, specializations, experience, professional affiliations, community service, special training, availability, and Missouri Bar license number(s).
4. Information on previous and current related experience and services provided, including municipal experience and application of the recommendations of the Missouri Supreme Court Commission on Racial and Ethnic Fairness standards.
5. List of clients currently represented that could cause a conflict of interest with responsibilities listed in the scope of services above. Describe how you would resolve these or any future conflicts of interest.
6. If you have been involved in any litigation in the past five years in which the City or one of its employees was named as a party, please describe the case(s).
7. Other factors or special considerations which may influence the City's selection.
8. List of references, contact information and services provided, including all current municipal clients.

OTHER TERMS AND CONDITIONS: The City reserves the right to reject any or all responses. The City reserves the right to waive any variances from original RFQ specifications in cases where the variances are considered to be, in the sole discretion of the City, in the best interests of the City.

All proposals submitted in response to this RFQ shall become the property of the City. The City retains the right to use any or all information presented in any proposal to the RFQ, whether amended or not. Selection or rejection of the proposal does not affect this right.

The position shall be awarded to the applicant determined to be best qualified to fulfill the responsibilities of the position while upholding the City's stated mission, with a mutually agreeable start date.

EVALUATION AND SELECTION CRITERIA: Selection of the Municipal Judge will be made by the Mayor and Board of Aldermen and include the consideration of the following criteria:

- General qualifications of the candidate for the position.
- Experience.
- References.
- Compliance with this Request for Qualifications.
- Other criteria which pertain to providing effective judicial services such as availability, timeliness, responsiveness and follow-through.

SUBMITTAL: Please provide an electronic copy of the proposal limiting it to five (5) pages, including signature. Questions and proposal submissions shall be directed to:

June Frazier, City Clerk
City of Clayton
(314) 290-8469
jfrazier@claytonmo.gov